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City of Detroit School District Board of Education and Detroit Federation of Teachers, AFL-CIO, Local 231 (1982)

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City of Detroit School District Board of Education and Detroit Federation of Teachers, AFL-CIO, Local 231 (1982)

Location

Detroit, MI

Effective Date

7-1-1982

Expiration Date

7-1-1983

Number of Workers

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Employer

Board of Education of the School District of the City of Detroit

Union

Detroit Federation of Teachers

Union Local

231

NAICS

61

Sector

Local government

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AGREEMENT

between

THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT
OF THE CITY OF DETROIT

and the

DETROIT FEDERATION OF TEACHERS
LOCAL 231
AMERICAN FEDERATION
OF TEACHERS, AFL-CIO

July 1, 1982 - July 1, 1983

X 6/83

TABLE OF CONTENTS

PREAMBLE	1
I. RECOGNITION; DEFINITIONS; UNION MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEES; POLITICAL ACTION DE- DUCTIONS; OTHER ORGANIZATIONS; STRIKE PROHIBITION	2
II. FAIR PRACTICES	5
III. QUALITY INTEGRATED EDUCATION	5
Textbook and Curriculum Improvement, Staff Integration; Test Revision; Pupil Integration; Integration and Desegregation	
IV. SALARY SCHEDULES	7
V. ORGANIZATION OF SCHOOL CALENDAR	7
A. Length of School Year	
B. End of Semester Schedule	
C. Kindergarten Schedule	
D. Emergency Weather Conditions	
E. Emergency Closing and Security	
F. Observance of Religious Holidays	
G. Early Dismissal	
VI. CLASS SIZE LIMITATION	
A. Regular Classes — Maximums	9
K-4 @ 34; 5-12 @ 35; Exceptions; Popu- lation shifts; Split classes; Re-organizing	
B. Class Size Review Board	10
Selection; Powers; Reducing Class Size; Abbreviated time limits	
C. Special Education (State Standards)	11
D. Mainstreamed Students	
E. Counseling Loads	12
F. Teacher Service	
VII. SCHOOL DAY	
A. Purpose	12
B. Teachers' Meetings	
C. Clock Hours	13
D. Program Assignments	

TABLE OF CONTENTS (Continued)

E.	Classroom Teaching Periods	
F.	Interruptions	
G.	Lunch Periods	
H.	Relief from Non-Teaching Chores	
I.	Duty Release for Building Representative	
VIII.	DISCIPLINE	18
A.	... procedure within each unit	
B.	... administrative backing	
C.	... a child causing disruption	
D.	... courses of action	
E.	Examples of offenses (Exclude)	19
F.	Examples of offenses (Police)	
G.	Suspension may result	
H.	... counselor	
I.	... record of discipline cases	
J.	... principal support	
K.	... cases of assault	
L.	A child who assaults	20
M.	... disciplinary techniques	
IX.	PUPILS' REPORT CARD MARKS	21
X.	PARENT-TEACHER CONFERENCES	21
XI.	SCHOOL COMMITTEES	22
XII.	PERSONNEL ASSIGNMENTS	
A.	Balanced Staff Concept	23
B.	Promotion Policies Affecting Teachers	24
C.	Seniority	
D.	Transfer of Teachers	25
E.	Transfer Review Board	27
F.	Teacher Layoff and Recall	
G.	MDTA Layoff, Transfers and Re-hiring	30
H.	Layoff and Recall of other Bargaining Unit Members	31
I.	Summer, Night School Assignments	
J.	After School Teacher Assignments	
K.	Procedure ... Summer School	32
XIII.	RECORDS AND FILES	33
	REMOVAL OF REPRIMANDS;	

TABLE OF CONTENTS (Continued)

SPECIAL COMPLAINTS;
TENURE;
COMPETENCE;
RATING AND DISCIPLINARY ACTION;
DISCHARGE OR DISCIPLINE;
EVALUATION;
RESIDENCY

XIV. SUBSTITUTES	37
ES Progression to Contract; Provision of Substitutes; Accumulation of Sick Leave — ESRPs; Distribution of Substitutes; Resource Teachers and Other Substi- tutes; Student Teachers; Substitute Calls	
XV. LEAVE POLICY: TYPES OF LEAVES	40
A. Personal Business Leave Days	43
B. Sick Leave	
Accumulation rate; Probationary I starting	
bank; Borrowing; Repayment; School-related	
assault; Related court appearances; Childhood	
diseases; Retirement allowance	
C. Illness Absence — Medical Examinations	45
D. Appeal of Board Medical Office Decision	46
E. Absences Chargeable to Sick Leave	47
Personal illness; death leave; non-illness absence	
F. Sabbatical Leave	50
G. Other Leaves	51
H. Return from Leave	
XVI. INSURANCE	52
Compensable Injuries; Group Insurances	
XVII. RETIREMENT CONTRIBUTION	54
XVIII. IMPROVEMENT OF PROGRAM	
A. School Organizational Plans	54
B. Joint Counselors' Committee	55
C. Testing	
D. Handicapped Children	
E. Summer School Programs	56
F. Provision of Materials	

TABLE OF CONTENTS (Continued)

G.	Revision of Materials List	57
H.	In-Service Training	
I.	Accountability	58
J.	Teacher Education	59
K.	Textbooks, Curriculum Guide and Records Review	
L.	Tuition Reimbursement	60
M.	Distributive Educ. Co-ordinators	
N.	Librarians	
O.	Television Teaching	61
XIX.	IMPROVEMENT OF FACILITIES	61
	Teacher use facilities; high school teacher desks; privacy and supportive personnel; up-graded build- ings; communication with protable; staplers, etc.; parking facilities	
XX.	PROPERTY	62
	Care; Personal Loss	
XXI.	MEETINGS ON POLICY MATTERS	62
XXII.	GRIEVANCE PROCEDURE	63
XXIII.	UNION ACTIVITIES	66
	A. Union Representatives, School-Union Commit- tee	
	B. Bulletin Board	
	C. Mail Boxes	
	D. Pickup stop	
	E. Union Meetings in the Building	
	F. Right of Union to visit schools	
	G. . . . no loss in pay for meetings	
	H. Special Committees	
	I. Regional Advisory Committees	
	J. Union Released Time	
XXIV.	INFORMATION	68
XXV.	GENERAL	68
	Subject to Laws; Changes in working conditions; Ex- clusiveness of Union as Agent	

TABLE OF CONTENTS (Continued)

XXVI. DURATION	69
HOSPITALS	72

APPENDIXES

A. SALARY SCHEDULES AND FORMULAS	73
Re-employment; Outside Teaching Experience; Differentials; Annual Salary; Masters; . . . plus 30 Hours; Salary Variations; Longevity; Substitutes	
B. OTHER SALARY SCHEDULES AND FORMULAS	80
Summer, Hourly; Workshops; Counselors; Accompanists; Registered Nurses; J.R.O.T.C.; Athletic Program	
C. MATERNITY	84
D. EVALUATION	86
E. SCHOOL CALENDAR	91
INDEX	93 - 99

FACT FINDER AWARD	100 - 108
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AGREEMENT

between
THE BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE
CITY OF DETROIT
and the
DETROIT FEDERATION OF TEACHERS
LOCAL 231, AFT
AFL-CIO

PREAMBLE

Agreement made effective July 1, 1979, by and between THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF DETROIT, hereinafter called "the Board," and the DETROIT FEDERATION OF TEACHERS, affiliated with the MICHIGAN FEDERATION OF TEACHERS and the AMERICAN FEDERATION OF TEACHERS, AFL-CIO, hereinafter called "the Union."

The Central Board shall be considered the employer for all contractual and statutory purposes.

WHEREAS, the Board and the Union believe in the importance of schools as an agency for the preservation and extension of our democracy; and

WHEREAS, the parties to this Agreement have a common goal of providing the best possible education for all children; and

WHEREAS, the Board and the Union are mutually committed to the human rights and dignities of all, and to policies and programs of racial integration and desegregation as being necessary to good education, good management and good government; and

WHEREAS, the parties to this Agreement are mutually committed to the necessity of equal educational opportunity for all pupils of the Detroit Public School System with no exclusion from any program on the basis of race, religion, creed, social or economic status; and

WHEREAS, it is the mutual responsibility of all members of the Detroit Public School System to insure that good order and discipline are maintained throughout the System and that the classroom teacher is fully supported in all reasonable measures taken by him/her to maintain and effectuate good order and discipline in his/her classroom; and

WHEREAS, the success of the Detroit educational program is dependent upon the knowledge, skill and creative ability of teachers; and

WHEREAS, the Federation recognizes that the basic responsibility of each teacher is to use his/her skill and expertise in the most effective manner to improve the quality of education offered by the Detroit Public Schools; and

WHEREAS, to obtain this goal it is imperative that there be understanding and cooperation between the teachers in the classroom and the Board which is responsible for the operation of the school system; and

WHEREAS, the parties to this Agreement believe that the best interests of public education will be served by established procedures for bargaining with teacher representatives on matters of common concern and for providing orderly channels for appeals should any differences not be resolved; and

WHEREAS, the Union has been duly elected by a majority of teachers as the exclusive representative of teachers for the purpose of dealing with the Board on matters of teacher concern; and

WHEREAS, the laws of the State of Michigan authorize collective bargaining for public employees and authorize public employers to enter into collective bargaining agreements with the representatives of their employees; and

WHEREAS, the parties desire to incorporate their agreements and certain other matters into a formal contract, and believe that such action is in the best interests of community, children, school system and teachers;

THEREFORE, the parties agree as follows:

I. RECOGNITION; DEFINITIONS; UNION MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEES; POLITICAL ACTION DEDUCTIONS; OTHER ORGANIZATIONS; STRIKE PROHIBITION.

A. Recognition

The Board recognizes the Union as the sole and exclusive bargaining representative for all elementary and secondary teachers, including resource and relief teachers, apprentice training teachers, auditorium teachers, special education teacher counselors, physiotherapists, ★ speech therapists, school diagnosticians, school social workers, counselors, attendance officers, teacher librarians, day trade teachers, TV-producer directors, work study assistants, emergency substitutes in regular positions serving in any of the above classifications, emergency substitutes serving in any of the above classifications, attendance agents, school-community agents, accompanists, J.R.O.T.C. instructors and assistant instructors, registered nurses and all other nonsupervisory personnel on a classroom teacher salary schedule (all of whom are hereinafter referred to as "teacher" or "teachers"). In addition to these, team leaders, co-

ordinators and vocational instructors and educational technicians in regular schools or in specially funded centers, and teachers of adults or others working at an hourly rate negotiated by the Union whose salary and fringe benefits are listed in this Agreement.

B. Definitions

Wherever the term "school" is used it is to include any work location or functional division or group in which a grievance may arise.

Wherever the term "principal" is used it is to include the administrator of any work location or functional division or group.

Wherever the term "teacher" is used it is to include all members of the bargaining unit except in situations where the reference is in a context which denotes application only to a teaching teacher in a school classroom, i.e., school day, clock hours, program assignment, teaching periods, etc.

Wherever the singular is used it is to include the plural.

Wherever the term "Federation representative" or "Union representative" is used it is to include the Union building representative or his/her teacher designee or any other representative designated by the Union.

C. Union Membership Dues or Agency Shop Service Fees

1. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within sixty (60) days of the effective date of this Agreement (as to present employees), or within sixty (60) days of their date of hire (as to future employees), become members, or in the alternative, shall as a continuing condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Board who are members of the Union.
2. The Board upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition shall immediately notify said employee that his/her services shall be discontinued at the end of sixty (60) days, and shall dismiss said employee accordingly.
3. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).

4. The Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues (or fees).

5. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

6. The Union agrees that in the event of litigation against the Board, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Board, its agents or employees for any monetary award arising out of such litigation.

7. The Board shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount for the payment of Union dues or Agency Shop service fees. Checked-off authorization for Union dues or Agency Shop service fees which were executed prior to the execution of this Agreement shall remain in full force and effect. Checked-off dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office no later than thirty (30) days after such deductions were made. Employees who have not authorized check-off of Union dues or Agency Shop service fees may pay such dues or fees semi-annually, in advance, directly to the Union, not later than thirty (30) days after the employee's first work day each semester.

8. The Board shall inform all present employees within thirty (30) days of the opening of the school year, and future employees and employees returning from leave within thirty (30) days of hire or return, of their obligations under this section; provided that the failure of the Board to so inform shall not be a defense to any employee who has failed to comply with the provisions of this section. The Board shall continue to notify the Union of all new hires, and returns from absence or leave, and separations.

D. Political Action Deductions

The Board agrees to make payroll deductions available to members of the bargaining unit for the Union's Political Action Fund

under the following conditions: The member's authorization shall be voluntary. It shall not be a condition of continuing membership or employment. The Union agrees to pay in full all costs related to the implementation and maintenance of the aforementioned payroll deduction.

If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

E. Other Organizations

Teachers have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.

F. Strike Prohibition

The Union will not engage in or encourage strike action of any type during the life of this Agreement.

II. FAIR PRACTICES

A. In accord with Board policy, no person or persons, departments or divisions responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, or membership in, or association with the activities of, the Union.

B. In accord with its Constitution, the Union will admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status.

C. The Union and the Board agree to continue to work affirmatively in implementing their mutual objective of effective integration of faculties and student bodies in all Detroit schools.

III. QUALITY INTEGRATED EDUCATION

In order to assure positive action designed to implement the commitments expressed in the Preamble of this Agreement and in furtherance of past recommendations and action of the Board, Union, Administration, professional staff, and various concerned citizen groups, the Union and the Administration will continue and will accelerate their efforts to provide quality integrated education in the following manner:

A. Textbook and Curriculum Improvement

1. In order to meet the real and vital learning needs of children in this multi-racial, multi-religious, multi-ethnic society in which we live, textbooks and other curriculum material for each pupil in all classes shall be used pursuant to the guidelines established by the Board and outlined in the 1968 Textbook Report, Publication 1-112, or its successor, prepared by School-Community Relations. See also the guidelines entitled "Treatment of

Minorities and Women in Textbooks and Other Learning Materials."

2. Use of textbooks and other curriculum material for each pupil in all American history classes in order to cover in depth the contribution of minority groups in each unit taught; and inclusion of such material as part of the course of study in Curriculum Guides.
3. Use of supplemental reading materials dealing with minority group contributions.
4. Use of comprehensive units in world history which cover African, Asian, and Latin-American history at appropriate grade levels.
5. Use of federal funds, if any, available for that purpose, to reduce the class size in inner-city schools to a maximum of 25 students in regular grades with proportional reduction in Special Education classes and classes on half-day sessions.
6. Increased use of special services in inner-city schools, including psychological, medical, and dental services, by taking fullest advantage of available resources.
7. The Board shall designate personnel necessary to assure the implementation of the above sections.
8. The TV series "Americans from Africa" shall continue with appropriate modifications and teachers shall be encouraged to utilize the program.

B. Staff Integration

1. The Federation in cooperation with the Board and the Administration will further staff integration at all levels and in all sections of the city.
2. A joint Union-Administration Committee shall be formed to work with those colleges of education which are willing to cooperate in planning a required course of study geared toward understanding and working with children with cultural differences.
3. Available Federal funds shall be utilized for internship programs and other methods to assist teachers who are teaching for the first time in schools located in low socio-economic areas.

C. Achievement and Intelligence Test Revision

There shall be a complete review and revision whenever necessary of the existing testing program in an effort to eliminate culturally biased tests. (See XVIII-C Testing, Page 55.)

D. Pupil Integration

The Union and the Administration recognize that compensatory educational benefits are necessary to provide equal educational opportunities in deprived areas but that such benefits do not substitute for Detroit's declared goal of quality integrated education. Therefore, a joint Union-Administration Committee shall continue to investigate ways of achieving quality integrated education and to make recommendations to the Union Executive Board and the Superintendent in order to implement programs which will further racial integration of pupils. Various plans from throughout the United States will be investigated along with any other new and creative ideas submitted for study by either party or from any other source.

E. Implementation of Integration and Desegregation Funds available for integration and desegregation projects shall continue to be aggressively sought for the purpose of implementing the Quality Integrated Education provisions of this Agreement.

IV. SALARY SCHEDULES

1. The salary schedules and formulas negotiated by the parties are set forth in the Appendix attached hereto and shall be in effect for the 1982-83 school year.
2. Pursuant to the 1966-67 collective bargaining agreement, a teacher employed for the full 1966-67 school year has been credited with an additional day's pay based upon his/her 1966-67 salary for each day actually worked during the 40th week of the 1966-67 school year. This money is payable to such teachers in a lump sum upon separation from the system.
3. Date last check of year in December on same dating basis used for other pay periods.

V. ORGANIZATION OF SCHOOL CALENDAR

A. Length of School Year

The annual salary shall be for 39 school weeks commencing the Tuesday after Labor Day. (See Appendix.)

B. End of Semester Schedule

The use of the two-day semester break shall be planned by the principal in consultation with the School Union Committee with no less than one full day reserved for teacher use in their own rooms for personal planning, individual reorganization, records, etc.

There shall be a two-day period at the end of the school year for teachers to complete records and other end-of-the-year activities.

C. Kindergarten Schedule

Kindergarten teachers and principals in local schools may jointly develop an appropriate plan for partial attendance, shortened sessions, staggered entry, and/or other innovative procedures for kindergarten registration and entry on the two days following registration day. Such plans must conform to the requirements of State regulations. Upon approval of the Region Superintendent, such plans shall be implemented.

D. Emergency Weather Conditions

The Board shall notify metropolitan radio and TV stations by 6:30 a.m., whenever a decision has been made to close schools because of weather conditions. This clause is not intended to preclude a decision to close schools after 6:30 a.m., if further evaluation of developing weather conditions warrants such a decision.

On days when school is not in session because of conditions not within the control of school authorities because of severe storms, no teacher shall suffer loss of pay, nor have such days charged against the Sick Leave Bank.

E. Emergency Closing and Security

The Board shall have posted on the entrance and exit doors of the school the city ordinance (39-1-59, 59.1, and 59.4) which requires persons entering schools to report directly to the principal or his/her designee, and make it unlawful for such persons to remain after being requested to leave. Administrators shall be encouraged to prosecute violators.

In any case where school disruptions lead to a situation where students and/or teachers face physical peril while in school, and the school is closed to students by the Region Superintendent, a joint Administration-Union Committee shall meet to determine what steps shall be taken so that school can be reopened in a reasonable climate of safety. Such steps shall be submitted to the Region Superintendent for approval to reopen.

Both parties acknowledge their great concern for the security of pupils, staff and parents. Security or the lack thereof has a very significant impact upon the teaching and learning conditions in and around the school facility. A joint Administration-Bargaining Units Committee shall be established to study and make further recommendations to improve security in the Detroit Public Schools.

The joint committee shall be composed of representatives of Administration and of each of the collective bargaining units representing Board employees which wishes to participate.

F. Observance of Religious Holidays

A survey of the pattern of teacher absences on religious holidays shall be conducted annually for the purpose of determining the need and adequacy of teacher substitute service as far in advance of such holidays as possible.

G. Early Dismissal

When middle or senior high school students are dismissed early, the feeder schools shall be notified. Dismissals which can be anticipated in advance should be coordinated.

VI. CLASS SIZE LIMITATION

A. Regular Classes — Maximum Class Size*

1. Grades Kindergarten - 4

The maximum class size shall be thirty-four (34) pupils.

2. Grades 5 - 12

The maximum class size shall be thirty-five (35) with the following exceptions: band, choir, secondary physical education, and JROTC. Similar classes may, upon mutual agreement of the Board and the Union, have other limits.

3. Organization of Grades

Classes shall be "organized" for the fall and for the spring semesters at levels sufficiently below the above maximums so that school population shifts will not result in classes exceeding the maximums.

For grades kindergarten through four, classes shall be "organized" at a level sufficiently below 34 so as to provide a reasonable expectation that school population shifts will not result in class sizes exceeding the mandatory limit of 34 students. For grades five through twelve, classes shall be "organized" at a level sufficiently below 35 so as to provide good faith assurance that school population shifts will not result in class sizes above 35.

*These maximums also apply to summer school. The parties agree that there may be exceptions. In such instances, the oversize classes shall be shared equitably within the area of grade and/or subject assignments. Total student load shall not exceed 112 in grades K - 4 and 115 in grades 5 - 12 respectively for a teacher with three classes when it is necessary to maintain the summer school program.

When split grades are necessary in order to comply with the mandatory class size maximums, the split class shall have groups which are closest to each other in reading achievement level. Split grade assignments shall be rotated with provision for mutual exchange or continuation of split classes with the approval of the administration. Such assignments shall be shared equitably within the area of grade and/or subject assignments.

4. Reorganization of Classes, etc.

From and after the 4th Friday in the fall and the 2nd Friday in the spring semesters, if oversize classes in grades K - 4 develop as a result of additional pupils entering the school or if classes above 33 are the result of inequitable school organization, classes shall be reorganized by the school administration within 10 school days with provision for additional teacher service, extra assistance and/or other types of relief so that no class exceeds the above maximums.

From and after the 4th Friday in the fall and the 2nd Friday in the spring semesters, if in spite of good faith efforts, oversize classes in grades 5 - 12 develop or if classes above 34 are the result of inequitable school organization, classes shall be reorganized by the school administration within 10 school days with provision for additional teacher service, extra assistance and/or other types of relief so that no class exceeds the above maximums.

B. Class Size Review Board

1. The Class Size Review Board shall act to assure that the class size maximums are not exceeded. The Class Size Review Board shall be composed of at least three teachers selected by the Union and at least three Administrators appointed by the Superintendent.
2. The Class Size Review Board shall have the power to investigate complaints from any teacher or from the Union concerning violations of class size maximums as stated above, or inequitable school organization which results in class sizes over 33 in grades K - 4 and 34 in grades 5 - 12. Further, the Class Size Review Board shall have the power to act on its own motion; to select particular schools and particular classes in selected schools for review; to effectively recommend the priority and method of correcting any inequities found in-

cluding provision for additional teacher service, extra assistance and/or other types of relief; and to recommend the use of specific State and/or Federal Funds.

3. The Class Size Review Board in arriving at its conclusions shall reasonably evaluate the number of classroom teachers and the amount of space available; the objectives of the instructional program; the educational advantage and desirability of utilizing available teachers to reduce class size in basic programs and in programs where specialized instruction has been determined to be necessary; and the desired goals of quality integrated education jointly shared by the Board of Education and the Union.
4. Class size complaints are to be filed with the co-chairpersons of the Class Size Review Board. If they are unable to resolve a complaint within five (5) school days after filing, they shall refer the complaint to the Class Size Review Board which shall consider the complaint and make its recommendations to the General Superintendent and the Union within ten (10) school days after the complaint has been referred to it.
5. In the event a recommendation of the Class Size Review Board is not implemented by the administration within 10 school days after the recommendation is referred to the General Superintendent and the Union, the Union may grieve under Article XXII of this Agreement beginning at the Step 4 level. For purposes of class size grievances the time allowed for scheduling the hearing after receipt of the appeal shall be 10 school days and the decision shall be communicated to the Union within 5 school days after the hearing. Upon notification of the need for additional time, one 5 school day extension will be granted for communicating the decision.
In the event the Class Size Review Board does not timely agree on a recommendation to resolve a class size complaint, the Union may grieve under Article XXII of this Agreement beginning with Step 4 except that the abbreviated time limits in the preceding paragraph will apply.

C. Special Education Classes

The number of children assigned to special education classes shall be in accordance with state recommended standards. In no case shall this maximum be exceeded

without prior consultation with the teacher and notification to the Union.

D. Mainstreamed Students

The receiving teacher(s) shall be informed by the sending teacher(s), in writing, in advance, of the special needs of mainstreamed students. Maximum 34-35 class size limitations otherwise applicable shall be unchanged.

E. Counseling Loads

Counseling loads shall be surveyed in individual schools and adjustments made as soon as funds and/or staff permit.

By reallocation of clerical assignments the clerical assistance provided counselors shall be increased during the term of this Agreement. The parties agree to cooperate in efforts to more effectively utilize available student assistants and school service assistants to help relieve counselors of some of the routine tasks which now interfere with their successful performance of primary counseling duties.

F. Teacher Service

Relative achievement levels, reading and mathematics scores on standardized tests, and the economic level of the families of students in the local school community shall be considered as valid factors in determining the amount of teacher service available to each elementary school.

VII. SCHOOL DAY

A. Purpose

Teachers shall use the school day for:

1. Planning and preparing for their classes.
2. Teaching their pupils.
3. Evaluating pupil progress and discussing with their colleagues the effectiveness of their own planning and implementation of their plans.
4. Reporting their evaluations of pupil progress to the school administration and to the parents of the children whom they teach at appropriate times during the school year.
5. Assuming other responsibilities for the education, health, safety, and welfare of their pupils.
6. Providing professional service to the school and community for the purpose of assisting in the development and implementation of quality education in the Detroit Public Schools.

B. Teachers' Meetings +

1. Teachers should plan to reserve Wednesday afternoon for building meetings called by the Superintendent,

principals, or department heads as the need for these meetings arises. For two of these meetings each semester, school shall be dismissed one hour early and teachers shall remain an additional half hour as necessary.

2. Both parties recognize the value of utilizing an occasional city-wide meeting. When such meetings are necessary, attempts will be made to televise them, preferably on a Wednesday.

C. Clock Hours

1. In elementary and middle schools the regular school day for assigned teaching, planning, and consultation functions shall consist of not more than 6½ clock hours which shall include a lunch period.

2. In senior high schools the regular school day for assigned teaching, planning, and consultation functions shall consist of not more than 7¼ clock hours which shall include a lunch period. See also program in senior high school.

3. Registered Nurses will continue their former schedule of working hours in order to be present whenever the children are present, accomplish their work load, and continue to make home calls.

D. Program Assignments

1. No classroom teacher shall be required to teach outside of his/her area of certification. (This clause is not intended to change present transfer policy.)

Only counselors and certified teacher-guidance counselors will be placed in counseling positions except on a temporary basis not to exceed 60 days or when the position is being held because of an illness absence. Counselors and teacher-guidance counselors must be selected from the official Eligibility Pool established by the Central Board except for temporary or illness placements as described above.

2. Teachers may express in writing to their principal their preference of grade level, subject, department assignment, extra-curricular assignment, school committee. Requests for the following semester assignment shall be made by October 15th or March 15th.

Such requests shall be kept on file for one school year in an accessible place. These requests shall be given consideration as vacancies occur in the building on the basis of seniority, priority of request in the case of tied seniority, competency of the individual in the judgment of the principal.

Requests which were not acted upon shall be re-filed each September to remain active. A teacher whose request

was not acted upon may ask for an explanation.

In order that teachers not be "frozen" into positions, a teacher upon request shall be relieved of a section within a grade level, room, or extra-curricular activity after a period of not more than one year, or in high school one semester, after the teacher makes such a request.

Duties shall be rotated, with provision for mutual exchange or continuation of duties with the approval of the administrator.

3. School administration shall call upon the police department to perform police duties in and around schools.

Teachers should not be assigned to police off-campus areas. Teachers may be assigned to supervise students at regularly scheduled off-campus school events.

4. Tentative school programs and assignments shall be posted on the official school bulletin board, or other readily accessible place, not later than ten (10) working days before the end of the previous semester. Final programs shall be posted when established.

5. When there is a change of assignment for a School Social Worker, sufficient time will be allowed for the Social Worker to come to closure with his/her students, school staff and to complete records.

E. Classroom Teaching Periods

The general practice of scheduling classroom teaching periods shall be covered by the following standards. Deviation may occur where there is mutual consent for experimental programs or where other temporary conditions require it.

1. JROTC instructors and assistants shall assume those duties assigned by the principal which are not in conflict with State accreditation requirements and North Central regulations in addition to the particular responsibilities related to their sphere of instruction (Military materiel — uniforms — etc).

The senior high school teaching program shall consist of teacher-pupil contact by each teacher of 315 minutes per day. This time shall be utilized for instructional periods, record/homeroom, and passing time between classes. Each high school teacher shall teach five 55-minute periods, one 15-minute record/homeroom, and supervise students during passing time between classes. Alternate schedules may be developed by the administration as long as they meet the 315 minute requirement. The Union will be consulted in advance concerning such proposed alternate schedules. When another assignment, such as a duty* or other educational responsibility which is equivalent to a class is assigned, the teacher will be relieved of one of the

*A duty as referred to above does not include assigned service activities such as Audiovisual Coordinator or Service Group Sponsor; nor does it include assigned educational activities such as Art Clubs, Future Teacher Clubs, Glee Clubs, Math Clubs, Social Studies Clubs or similar assignments.

five class assignments. No teacher for the duration of this Agreement will be laid off because of the 55-minute period — 900-hour requirement.

In senior high schools sponsoring a school paper, a yearbook or a school play, the teachers involved shall have no more than five classes, one of which shall be called Journalism, (Y or N)* or Drama.

The number of dissimilar preparations per teacher in middle and senior high schools will be kept to the minimum consistent with implementation of the best possible educational program in the particular school. The parties acknowledge that in most cases, dissimilar preparations will be limited to three. Prior to the assignment of a fourth dissimilar preparation, the Administration and Union Committee will meet to see if the additional dissimilar preparation can be avoided. Dissimilar preparations shall not exceed five.

Each high school teacher shall have a 55-minute period daily which shall be used for lunch and preparation.

Each high school teacher shall also have one 55-minute preparation period daily.

2. The middle school teaching program shall consist of teacher-pupil contact by each teacher of 315 minutes per day. This time shall be utilized for instructional periods, record-homeroom, and passing time between classes. Each middle school teacher shall teach five 55-minute periods, one 15-minute record/homeroom and supervise students during passing time between classes. Alternate schedules may be developed by the administration as long as they meet the 315 minute requirement. The Union will be consulted in advance concerning such proposed alternate schedules. When another assignment, such as a duty or other educational responsibility which is equivalent to a class is assigned, the teacher will be relieved of one of the five class assignments.

Each middle school teacher shall have a twenty-five minute lunch period daily.

Each middle school teacher shall have a daily preparation time of fifty minutes.

3. The Board has made a public commitment to hire additional teachers. The Board and the Union agree that the Board — upon the hiring of sufficient additional teachers and/or the equitable redistribution of present staff — shall provide every elementary teacher with at least three preparation periods per week, provided that no full time teacher in a school on a six period day shall have less than 150 minutes scheduled preparation time per week.

*Y designates Yearbook — N designates Newspaper.

Beginning the sixth week of school, a joint Administration/Union Committee will review the schedules of each elementary school where daily preparation periods have not been afforded to every teacher. Committee members will check the schedules in those schools where at least three such periods per week have not been afforded and shall continue checking those schools where four and five such periods have not been afforded. This review shall be for the purpose of implementing additional preparation periods until the goal of daily preparation periods is attained.

The Committee shall be further charged with the responsibility of investigating particular instances of alleged inequitable distribution of preparation periods.

4. When a teacher's preparation period must be assigned for other purposes, the assignments shall be rotated so that all of the staff share these burdens equitably.

5. Whenever a teacher loses scheduled preparation time at the request of the administration, the teacher shall subsequently be granted, at a mutually convenient time, time for preparation equal to the preparation time lost. Time must be repaid within five school months of the time lost.

6. Substitute service shall be provided for teachers who accompany pupils on APPROVED field trips whenever a school is unable to provide class coverage without a substitute. This clause is not intended to COVER the loss of preparation periods nor is it intended to preclude the voluntary exchange of preparation periods.

F. Interruptions

Classroom interruptions are detrimental to a good learning environment and to the continuity of a well planned classroom operation. Therefore, teachers and administrators accept the joint responsibility to minimize such interruptions.

G. Lunch Period

1. Elementary

Every elementary teacher shall have a duty-free lunch period of at least forty-five minutes except in case of emergencies. Arrangements for aides shall be completed by the fifth week of the school year.

2. Special Education

Positive action shall be taken by the Administration to provide Special Education teachers with a full lunch period free of supervision of children as rapidly as possible. In any school where lunch time relief has not been provided, the Administration shall, on request of the Union, state the reason(s) in writing.

3. Counselors

Counselors will have a scheduled duty-free lunch period corresponding to the lunch period for teachers in the same building. In each building, lunch periods of counselors shall be scheduled so as to insure maximum available counseling service to students throughout the lunch times. Except in emergencies, counselors' lunch periods will not be interrupted.

H. Relief from Non-Teaching Chores

To the extent that Federal or other funds are available for such purposes, School Service Assistants should be provided to handle non-teaching chores connected with the classroom under the direction of the assigned teacher.

The use of teachers to perform non-instructional functions shall be kept to a minimum and positive action shall be taken by the Administration to eliminate the need for teachers to perform such functions as soon as funds and staff permit. Positive action will include seeking out and utilizing state and federal funds. In the event that it is necessary to assign teachers to non-teaching duties, it shall be on an equitable basis for the entire staff.

The assignment of school service assistants in a particular school is a proper subject of discussion between the Administration and the School Union Committee. Before finalizing the assignment of school service assistants in a particular school the principal will afford the School Union Committee the opportunity to make observations concerning them.

I. Release from Assigned Duties for Building Representatives

In any senior high school in which there are more teachers than are necessary to fill the required study hall assignments, the Union duties of the Union building representative shall constitute his duty assignment.

In any elementary or middle school in which there are more teachers than there are homerooms or conference classes, whichever is applicable, the Union building representative shall be excused from such assignment. In schools where no such relief is possible, relief from some other duty assignment shall be arranged.

It is understood that in the determination of whether or not there are a sufficient number of teachers in the elementary school available to perform required duties, the parties acknowledge the necessity to consider such factors as the size and organization of the particular school. In consideration of such factors, however, the priority will be given to the School Union Representative whenever it is determined that at least one of the teachers

in such building is to be released from a duty assignment. In no case shall release from such assignment deprive students of essential services.

In determining whether or not there are more teachers than necessary to cover homeroom or conference classes, teachers assigned to more than one school for the purpose of providing supportive services shall not be counted.

In pursuance of his/her Union duties the Union building representative shall not interfere with any teacher who is engaged in a regular class, a duty, a conference, or a homeroom assignment.

VIII. DISCIPLINE

A. Within the framework of the Discipline and Corporal Punishment Policy of the Board of Education, a consistent and reasonable discipline procedure shall be worked out within each unit by the school principal, assistant principal, department heads, counselors and classroom teachers.

B. The teacher's authority in his/her classroom is undermined when pupils discover that he/she has little or no administrative backing in discipline. As a result the entire school suffers deterioration in standards, morale, and climate favorable for teaching and learning.

C. A teacher may exclude from his/her class a child who in the teacher's opinion is causing serious disruption. The teacher shall be available to confer with the principal or assistant principal or counselor to provide the necessary information concerning the problem and shall provide a statement of the problem in writing as soon as possible not to exceed twenty-four hours. The teacher will readmit the child after some adjustment has been made, following a conference with the child and at least two of the following parties as determined by the principal: an administrator, a counselor, school social worker, school psychologist, attendance officer, a parent of the child.

Whether the teacher is present shall be determined by mutual agreement between the principal and the teacher. The teacher shall be informed as to the results of the conference and/or the adjustment before the child returns to class.

D. Following such a conference one of several courses of action will be taken:

1. The child will be returned to the class with the understanding that he/she will correct his/her behavior.
2. Depending upon the seriousness of the infraction, the child may be returned to class while his/her case is

being referred to one of the special services by the school social worker, school psychologist, or an attendance officer/agent.

3. In case all the teachers who work with a child in regular classes recommend suspension and the principal disagrees, the teachers shall address a request to the region superintendent who shall meet with the principal and the teachers to determine if the child shall be suspended.

4. The child will be suspended by the principal.

E. Examples of offenses for which teachers may exclude students from class: profanity or obscenity, fighting, gambling, possession of tobacco, class skips, deliberate and open defiance of authority, inciting others to violence or disobedience, possession of pornographic literature, petty theft, petty vandalism.

F. Examples of offenses which require principals to notify police: extortion of money or articles, possession of narcotics, arson or attempted arson (notify Fire Department), use or possession of alcoholic beverage, serious theft, serious vandalism, false reports of fire and bombs, possession of knife or other weapons, possession and/or sale of fireworks. Upon inquiry, the principal will inform the teacher of the status of the case. The principal and the teacher will cooperate in the prosecution of the case upon request.

G. Suspension may result from any persistent disobedience that interferes with the well-being of other students or that prevents the teacher from carrying on normal class activities.

H. When in the opinion of the counselor his/her dissemination of a discipline decision will destroy or seriously impair the counselor-counselee relationship, the counselor will so inform the principal or his/her designee and request the principal or his/her designee to disseminate the discipline decision.

I. A continuous record of student discipline cases will be maintained in a place available for staff use as a basis for recommendations for suspension and intelligent administering of penalties for misdemeanors.

J. Where a principal is unwilling or unable to support teachers in maintaining school discipline, the principal's superior shall counsel with him/her and in the event his/her performance is not improved further appropriate action shall be taken.

K. Principals shall report to the Superintendent and

to the police all cases of assault suffered by teachers in connection with their employment in which injuries have been suffered or in which there appears to have been malicious intent. Upon request, a copy of the report will be given to the teacher.

In any reported assault case the Legal Affairs Office shall:

1. Inform the teacher of his/her rights under the law in connection with assault, and
2. Assist the teacher by acting as liaison between the teacher, the police, and the courts.

L. A child who assaults a teacher will be suspended. Age and size of the offender will be taken into consideration.

M. It is recognized that, in developing responsible student conduct the positive disciplinary techniques of example, counseling, and guidance should take precedence over punitive disciplinary measures. In this regard, this Agreement provides for communication with parents on matters of discipline, safety, and other local school regulations (Article XI, Section C.), and, Union-sponsored workshops on classroom management (Article XVIII, Section H, sixth paragraph).

It is general policy to expect that teachers will maintain discipline by means other than the use of corporal punishment. Therefore, use of corporal punishment as a routine measure is not contemplated. This policy does not prohibit corporal punishment (as provided by Chapter 15, School Code of 1955, Section 755, et. seq.) but does restrict its use to those cases in which there is no adequate substitute treatment. However, a distinction must be made between physical restraint, which is occasionally necessary to keep a young person from injuring himself/herself or others, and punishment, which is utilized to discourage repetition of misbehavior.

Punishment which, in the judgment of the Superintendent is more severe than that which might be administered by a reasonable parent; which is cruel or excessive; which is more severe than is indicated by the gravity of the offense, or the apparent motive and disposition of the offender; which is excessive with respect to the sex, size, or physical strength of the pupil; which results in lasting pain or injury; or which is administered wantonly or from malice or passion, is prohibited in the Detroit schools.

It is essential that a clear understanding should exist between the principal and the teachers in each school concerning the above. The principal should be informed

promptly by a teacher when incidents occur which require the use of physical restraint or corporal punishment. This will permit principals to be of greatest assistance in working with parents and the teacher for a full understanding and solution of the problem.

Teachers will receive full support of the principal and the central administration in actions taken by them pertaining to discipline, provided they act in accord with the provisions of this Article. This support shall include defense of the teacher's action by the principal against complaints of parents as well as legal assistance by the central administration in the event that a criminal complaint is made or civil court action is instituted for damages.

IX. PUPIL'S REPORT CARD MARKS

The mark of a teacher is the record of the teacher's evaluative judgment of the work of a pupil. The teacher shall be considered the expert in evaluating the work of his/her pupils and the integrity of the teacher in marking the pupil will be respected. It shall be the responsibility of the teacher to maintain adequate records to support all marks. If the teacher does not maintain such records an administrator may request the teacher to change the marks, however, the mark shall not be changed by another person. No minimum or maximum limitations shall be set on the number who pass or fail.

Every effort shall be made to avoid scheduling report card marking and administration of standardized testing during the same week. If such simultaneous scheduling is made, the local school administrator shall give the building representative a written explanation as to why the scheduling was unavoidable.

Student report cards shall be distributed twice each semester — four per year — with parental conferences and/or advance written warning to parents of possible failures.

When a child's progress is such that failure seems likely, the counselor or principal should be advised by the teacher and appropriate steps taken to see that the parent is informed of the situation well in advance.

X. PARENT-TEACHER CONFERENCES

Two half days per semester* shall be designated for parent-teacher conferences. These conferences shall be held on school time and all regular classes shall be dismissed, or one or both of the conferences may be held at another equivalent time, with classes dismissed one half day per conference at a time mutually agreed upon by the principal and the School Union Committee. Teacher attendance is required up to six P.M. at any conference scheduled outside regular school hours. The dates, times and procedures for such conferences shall be established jointly by the principal and the School Union Committee

*Upon request of the kindergarten teacher and approval of the principal and Region Superintendent, an additional half day may be used for parent-teacher conferences each semester.

in consultation with representatives of the official parent group of that school. In the event a mutually agreeable plan cannot be established an appeal may be made to the Region Superintendent. In addition to the scheduled conference day or half-days referred to above, teachers shall confer with parents at other times mutually convenient to the teacher and the parent.

Special education teachers may, with the approval of the principal, utilize the one full day or two half-days designated for parent-teacher conferences to make home visits or follow-up calls. In cases of particular urgency, additional time may be granted upon request and with the approval of the principal and the Region Superintendent.

Elementary teachers may, with permission of the principal, utilize the half-day or a part of the day now designated for parent-teacher conferences for home visits.

The Union fully supports community and especially parental participation in the school program. However, such participation must not be allowed to distract pupils at work in the classroom(s), or in any way disrupt or obstruct the school's instructional program. This would make the community's interest in the school operation self-defeating.

Parent visits to the classrooms of their children will be encouraged. The administration and teacher will try to prearrange the time of the visitation. There may be occasion when a visit must be postponed.

Classroom visits by persons other than parents must be agreed upon by the teacher, the Union and the administrator. The purpose of such visits by other than parents must be clearly defined and stated in writing at the time the appointment is requested. Any disagreement regarding this paragraph should be immediately referred to the Union Office and the Office of Labor Affairs which will take immediate action in an attempt to resolve the problem on a case by case basis based upon the information obtained and the best judgment of the responsible parties (see fourth paragraph of this Article).

XI. SCHOOL COMMITTEES*

A. Committee Participation

It is recognized that effective management of the school is dependent upon teacher participation on committees on school citizenship, finance, etc., or as sponsors of school clubs, organizations, or other activities. The

*See Article XXIII for School Union Committee and Sections H and I concerning faculty representation.

dividing of these responsibilities among the faculty benefits all members of the school by equalizing the work load and providing, whenever possible, an opportunity for teachers to make their maximum contributions in areas of interest.

B. School Fund

Money earned through school projects shall be kept in the school fund. The administration of this fund is the responsibility of the principal. The allocation of this money for school purposes not now provided for by the Board of Education shall be the joint responsibility of the principal and a School Fund Committee.

Teacher members of the School Fund Committee shall be elected by the teaching faculty. Membership on this committee shall not be dependent upon organizational affiliation.

A statement of all income, expenditures, and balances shall be posted on the official bulletin board not less than every three months.

C. Community-School

An advisory committee of administrators, counselors, teachers (selected by the Union) and community representatives may be organized at the local school level for the purpose of assuring greater communication with parents on matters of discipline, safety, and other local school regulations. Such committees are encouraged to coordinate efforts within their high school constellation and with schools in other constellations. Plans developed by these committees shall not include any matter which is inconsistent with the collective bargaining Agreement, other Board of Education policy and/or the policies of other public agencies.

XII. PERSONNEL ASSIGNMENTS

(See Also Article XIV.)

A. Balanced Staff Concept

The Board and the Union reaffirm their commitment to the balanced staff concept under which teachers assigned to schools shall have the necessary qualifications to teach the subject area and grade level, and pupils shall have experiences with teachers and administrators of different races, and shall have both new and experienced teachers on a faculty which includes both men and women. This concept has not been in the past and is not intended as an involuntary transfer procedure.

In order to implement the balanced staff concept: In

filling vacancies and/or when a school's staff is increased or decreased, appropriate assignments or transfers will be made in the school department in which the change of service occurs, giving priority to the balanced staff concept elements in the following order: necessary qualifications to teach such area and grade level, race, experience, and sex.

B. Promotion Policies Affecting Teachers

Teacher promotion policies and practices shall be reviewed jointly by the Union and the Board of Education.

On a trial basis, responses to a peer rating form developed by the Union and the Office of Personnel will be utilized in evaluating candidates for promotion. Teachers seeking promotion to higher salary classifications must show evidence of participation in community affairs and a variety of school experiences, one of which shall have been in a school located in a low socio-economic area. Teachers shall have completed four years of teaching before applying for promotion and shall have completed five years of teaching before promotion is effective.

C. Seniority

Seniority in the Detroit Public School System means total accumulated contract service and/or other permanent assignment service in this bargaining unit in any of the Detroit Public Schools since the most recent date of appointment (See Form 4301). Seniority also accrues while the employee is on sabbatical leave, professional service leave, and approved military service leave. Seniority does not accrue while on any other kind of leave.

Total accumulated seniority in this bargaining unit dating from most recent appointment to contract status for teachers or permanent assignment service for other employees in this bargaining unit shall be carried from one job classification to another when a transfer in job classification occurs, e.g. school social worker to teacher.

Building representatives shall be considered by reason of their position to have top seniority for purposes of transfer and assignment of duties (Super-Seniority).

Administrators who left the DFT bargaining unit and without a break in Detroit service thereafter returned to it, shall be accorded the seniority previously accrued while a member of the DFT bargaining unit as provided above, but shall not be accorded any seniority credit for the period outside the bargaining unit. Salary and fringe benefits shall be commensurate with their job classification and seniority.

Seniority for teachers newly assigned to a building shall apply only after re-organization in the school.

D. Transfer of Teachers

Subject to the Balanced Staff Concept, a teacher's system-wide seniority status shall govern when a reduction in teacher service makes it necessary to transfer teachers. The teachers to be transferred, within the department affected, will be determined by seniority. If two teachers have the same amount of seniority, Detroit substitute teaching service will be added. This rule of seniority does not apply when a teacher freely requests or consents to a transfer or has been rated unsatisfactory. Probationary teachers are not protected from transfer due to reduction in teacher service. Qualified bilingual teachers who have full endorsement will be protected from reduction in service transfer if they are serving bilingual students and using their second language in the process.

When released service transfer is about to occur, the building representative and the involved teachers will be informed. Upon request, the basis for determination of such transfers will be given to the building representative and the teachers involved.

A teacher carries seniority only in the areas in which he/she is currently teaching. A teacher may not avoid a transfer by requesting a change in teaching-service department at the time when a transfer is under consideration because of released school service.

Teachers released from a specially funded program(s) shall be considered part of the department to which they were previously assigned in that same school if the specially funded program(s) assignment involved direct contact with children in a teacher/pupil relationship. Necessary transfers will follow Contract provisions.

If the specially funded program did not involve direct contact with children in a teacher/pupil relationship, the released teacher shall be placed in the same or similar position as that held before assignment to the special program as openings occur in that or another work location. The released teacher in this instance may not "bump" another teacher.

Contract teachers must be given one week's notice before forced transfer due to lowered enrollment, except during reorganization; in the fall semester not later than the fourth Friday, and in the second semester during the first ten school days. Seniority rights will be respected consistent with the Balanced Staff Concept established by the Board and supported by the Union.

Contract teachers shall receive at least a week's notice before they are transferred from one regular assignment to another regular assignment unless such transfer is at the teacher's own request. ESRP's shall be given at least two days notice before an assignment is closed out except that vocationally certificated ESRP's and Day Trade teachers shall be given at least 30 school days notice before their assignment is closed out or they are transferred.

Any adult education teacher employed 20 hours or more per week will be provided a two-week notice prior to any lay off resulting from reduced enrollment or attendance which occurs during the school year.

When a teacher is appointed, transferred, or assigned to a position for which he/she is certificated and which he/she has agreed to assume, his/her seniority is in effect in that assignment, except at the beginning of the semester prior to organization-reorganization as stated previously.

If a contract teacher is transferred due to a reduction in teacher service and there is no vacancy in the region, he/she may request assignment to another region or accept assignment as contract-teacher-at-large (at regular salary) until an opening for which he/she is qualified occurs in his/her own region so long as he/she is willing to serve as contract-teacher-at-large wherever assigned. At the beginning of the next semester, he/she shall be offered a position in his/her own or another region presently vacant or being filled by an ES, ESV, or ESRP, and for which he/she is qualified.

A contract-teacher-at-large may accept a temporary assignment of up to one year outside his/her regular subject area and upon written request retain seniority in his/her original field.

A teacher forced to transfer due to reduction in teacher service shall be given more than one choice of school whenever available. Following such forced transfer, subsequent voluntary transfer shall not be precluded by a minimum time requirement.

Teachers who wish to change the location of their teaching or the kind of assignment they have, may apply for a transfer by filing Personnel Form 4039, Request for Transfer. The usual procedure is to submit the transfer form to the principal; however, it may be sent directly to the appropriate Region Office(s) of Personnel as a confidential document without any signature except that of the teacher.

The request must be renewed annually if the individual wishes to have the request continue to be considered.

Transfer requests are listed by the Region Office(s) in the order of receipt and area of specialization.

Transfer pools including filing and renewal dates shall be maintained and made available to the Union upon request. If a repeated transfer request has not been honored within three years, upon request the teacher shall be notified in writing as to the reason.

A teacher who has been forced to transfer due to reduced teacher service shall have priority to return to his/her school if a vacancy occurs for which he/she is qualified, consistent with the Balanced Staff Concept.

When a position is to be filled by transfer, the Office of Personnel will check its list of transfer requests against the requirements for the position. The position will be offered to those meeting the requirements according to the Balanced Staff Concept, place on the transfer list, and seniority.

Transfers because of a reduction in teacher service shall be in accord with the Seniority and Transfer sections.

Transfers because of unsatisfactory service shall be in accord with Article XIII, Section D.

Transfers in response to the teacher's own request shall be in accord with the Seniority and Transfer sections.

There are times when the services of a teacher may be needed more in some other school than the one in which he/she is teaching. In such cases, teachers may be requested to change their locations for the best interests of the school system.

The Administration and the Union will develop procedures for unusual staffing requirements.

In the event that a grievance is filed on a proposed transfer, the Union may move directly to the procedure outlined in Article XXII, D, 2, and the time allowed at each of the steps shall be reduced to no longer than one week at each step.

It is expressly agreed that the foregoing language in this article is intended to clarify existing seniority and transfer policies and is not otherwise motivated.

E. Transfer Review Board

A transfer review board consisting of equal numbers of representatives of the Administration and the Union will at monthly meetings review selected transfers with respect to balance of staff, race, experience, and sex. If this procedure does not accomplish transfers in compliance with the Balance of Staff Concept, the parties will meet to develop a mutually agreed upon alternate procedure.

F. Teacher Layoff and Recall

1. Layoff

In the event that teachers are permissibly laid off, they shall be laid off in inverse order of seniority, i.e. the teacher with the least systemwide seniority shall be laid off first. (See definition of seniority on page 24, Article XII, Sec. C, paragraph 1.)

In determining layoff*, a teacher's seniority shall be credited

- (a) In elementary: (1) In pre-K through grade 6 in homeroom
(2) In special subject area, e.g., art, music, science
- (b) In secondary: In areas in which teacher was assigned during the school year preceding layoff and in areas in which a major is carried.

In the event of discontinuance of any regular program or of a change in elementary from special subject to homeroom of any subject area, mutually agreeable special provisions shall be worked out by the Board and the Union concerning the assignment of teachers who had been teaching in the discontinued program or subject area.

No teacher shall bump another teacher except to avoid layoff. In this case the teacher bumped shall be the teacher with least systemwide seniority in an area for which the former teacher is qualified to teach as described above, in this section. No layoff of a Detroit teacher tenured as of September 1, 1977 shall occur with less than sixty (60) calendar days written notice before the end of the school year. No non-tenured contract teacher and no teacher who acquires tenure after September 1, 1977 shall be laid off for bona fide economic reasons during the school year except upon sixty (60) calendar days written notice.

These provisions concerning layoff shall not prevent transfers from one teaching area or grade level to another upon request of the teacher consistent with Article VII, D, 2 or, upon teacher request to avoid layoff.

A teacher who is scheduled for layoff shall remain in the same teaching assignment until the layoff becomes effective unless the service is no longer required or he/she is replaced by a contract teacher who is not scheduled to be laid off.

Board payment of health, dental option, and life insurance benefits carried by regular full time employees laid off upon completion of the school year shall be continued through October 5 of that calendar year. This provision shall not apply to limited emergency substitute teachers. (See language on Class 2 Regular Emergency Substitutes, pages 78-79.)

*See Article XII, Sec. D, pages 25-27 for provisions affecting transfer.

Laid off teachers shall be permitted to carry group insurance available to active employees provided that arrangements can be made with the insurance carriers.

If layoffs are required, members of the bargaining unit who are credentialed and apply shall be made Regular Emergency Substitutes. Such placement on the substitute list shall not serve to deny said members their recall rights nor upon recall adversely affect their status and benefits acquired before layoff including but not limited to placement on the salary schedule, sick leave bank, and other fringe benefits.

2. Recall

Teachers laid off are to be recalled in the reverse order of layoff following the seniority provisions established in the sections above and placed consistent with balance of staff requirements. In the case of equal seniority, other Detroit teaching service both substitute and contract will be added.

On being recalled, a teacher shall become an ESRP (special authority)* until such time as enrollment figures are verified and the permanency of the position is verified. Such determination will take place no later than the end of the fifth week of school. When the recall has been determined to be finalized, the teacher shall, retroactive to date of recall, have restored status and benefits acquired before layoff including but not limited to placement on the salary schedule, sick leave bank, and other fringe benefits. Teachers recalled after the fifth week of school shall be placed on contract status immediately with status and benefits restored.

Notification on Recall will be:

- a. by telephone first
- b. by certified or registered letter if there is no answer by phone.

Position will be held for a response for 10 calendar days from date of sending letter.

If the 10 days expire, the person shall be reinstated for recall on his/her contacting the Board prior to the opening of school. After classes begin, failure to respond to the written notice of recall within the ten day period will result in the individual being moved to the bottom of the recall list. The individual will forfeit his/her right of recall if there is no response within 60 days of the opening of the school year.

*Such teachers shall have all benefits and pay as would accrue under contract except for layoff notice which would be the same as ESRPs. The pay rate shall be the same as the teacher would have received if he/she had not been laid off.

A method by which the DFT will monitor the layoff and recall of members of its bargaining unit will be completed in September, 1977.

New teachers shall not be hired to fill vacancies for which laid off teachers or contract-teachers-at-large are qualified and can fill.

See also Article XV, Section H, page 51.

G. MDTA Layoff, Transfers and Rehiring

In the event that employees are to be laid off from an MDTA department or program, they shall be laid off in the inverse order of seniority, within pay classifications provided that the senior employee has proper state certification, satisfactory performance and the ability to do the remaining work. The balance of staff shall be maintained.

In the event of transfers to meet the needs of the program: certification, seniority and experience in the program shall govern involuntary transfer.

The Union will be notified and consulted when layoffs are necessary.

Any regular employee subject to layoff due to curtailment of force shall receive at least two weeks notice of such layoff. When layoffs due to curtailment of program are necessary, bumping into other departments or programs in order to avoid layoff will not be permitted. However, if a vacancy exists in another MDTA department or program of equal or lower classification the qualified employees scheduled for layoff may transfer to the vacant position provided the employee has proper state certification and the ability to do the work. In the new position, the transferee will suffer no loss of seniority or other employment rights except that his/her pay will be adjusted to the rate for the job assumed as provided in this Agreement.

Employees who are removed from regularly assigned jobs because of decrease of force shall be entitled to return to such jobs in reverse order of layoff if the jobs re-open.

In the event of new hiring for MDTA programs, an employee who is on layoff and is qualified will be eligible for preferential employment in his/her center.

Qualified employees will be rehired in the reverse order of layoff. For one year following layoff, notification of vacancies for which the employee is certified and qualified will be sent via certified mail, return receipt requested, to the last address given to the MDTA center personnel office by the employee. Failure of delivery for

any reason relieves the Board of obligation. The employee must declare his/her intention of returning to work within 72 hours of receipt of the Board's notice and be prepared to return to work within two weeks or he/she shall be considered as having refused recall. An employee refusing recall to any classification for which he/she is qualified shall be considered to have resigned.

Laid-off employees will be given preferential employment in temporary positions for which they are qualified (for example, substitutes, vacation replacement). Refusal to accept temporary employment shall not be considered as resignation or surrender of right to future preferential employment rights.

H. Layoff and Recall of Other Bargaining Unit Members

In the event that members of the bargaining unit, except School Community Agents and except employees covered in Sections F and G above, are permissibly laid off, they shall be laid off in inverse order of seniority in each job classification affected based on system-wide seniority, i.e. the person in the applicable job classification with the least system-wide seniority shall be laid off first. (See definition of seniority on page 24, Art. XII, Section C.)

Recall shall be in reverse order with the person having the greatest seniority in each classification based on system-wide seniority being given first opportunity of recall to that classification.

A teacher who is scheduled for layoff shall remain in the same teaching assignment until the layoff becomes effective unless the service is no longer required or he/she is replaced by a contract teacher who is not scheduled to be laid off.

I. Summer School and Night School Assignments

All teachers regularly assigned to classroom teaching during the school year shall have an opportunity to teach in summer school and night school assignments before other certificated persons are assigned.

Non-teaching teachers shall be eligible for assignment only when regular classroom teachers are not available. Counselors will be eligible for summer school and evening school teaching positions and shall have priority for night school and summer counseling positions before other certificated persons are assigned.

Summer school assignments shall be rotated on a three year basis whenever there are sufficient teachers available who are qualified to teach the particular subject for which a summer school teacher is needed.

Summer school and evening school job opportunities notices will be made available through Region Offices upon personal visit but will not be available upon tele-

phone calls. Article XXIV, Information, also applies to this provision. (See Section K below for details.)

J. After School Teacher Assignments

All assignments of teachers to positions after school, in night school, in summer school and in extended day programs including but not limited to State and Federally funded programs, if any, shall be made by the Office of Personnel in accordance with regular written Office of Personnel selection and assignment procedures.

K. Procedures for Assignment of Summer School Teacher Personnel

In accord with Article XII, Section I, the following guidelines will govern the assignment of teachers for the summer school session:

1. The rotation of teaching staff members will be achieved by releasing teachers who have served three (3) or more consecutive years in summer school. A teacher will not be rotated unless a fully qualified teacher is available to replace him/her.
2. Where it becomes necessary to rotate teachers, the following rules will apply, provided a balanced staff is maintained:
 - a. Within a department the teacher with the greatest number of consecutive years of summer school service will be released first. The next to be released will be the one with the next highest number of years of service in summer school.
 - b. Where two individuals within a department have the same length of summer school service, the individual with the greater system seniority will be retained.
3. Teachers who are released because of the rotation policy must reapply in order to be considered for employment in future years.
4. In the assignment of teachers consideration will be given to building a summer school staff which will be composed of at least one-third of the day school staff. In order to achieve this, when a vacancy occurs in a school, the first person from that school on the eligibility list will be given preference for the assignment provided he/she is fully qualified and the assignment is in accord with the Balanced Staff Concept. Where no such teacher is available from that school, the first person so qualified on the eligibility list will be offered the assignment.

5. Unusual circumstances which arise in relation to the rotation or replacement of staff members will be reviewed by a special summer school personnel committee. The Union will be represented on this committee.

6. Summer School application procedures:

- a. The Central Office of Personnel will establish a two week period during the spring semester for the receipt of applications for summer school teaching. Applications will be received in Region Offices.
- b. Teachers who apply for these positions during this time period will be given preference consistent with the present guidelines pertaining to summer school employment practices.
- c. Teachers who apply subsequent to the posted closing date will be considered for employment in order of receipt of application only after the list provided for in paragraph b has been exhausted.

XIII. RECORDS AND FILES; REMOVAL OF REPRIMANDS; SPECIAL COMPLAINTS; TENURE; COMPETENCE; RATING AND DISCIPLINARY ACTION; DISCHARGE OR DISCIPLINE; EVALUATION; RESIDENCY;

A. Records and Files

Personnel records shall continue to be confidential and carefully guarded in the interest of the individual employee. They are available only for administrative and supervisory use, but they are accessible, with the exceptions noted below, to the individual employee concerned.

The individual employee may examine his/her own record with the Superintendent or his designee. The exceptions include the tests and reports from the following sources: the Board medical examiners, the Psychological Clinic, committees acting in the selection or promotion processes, placement bureaus, and former employers.

Official grievances filed by any teacher under the grievance procedure as outlined in this collective bargaining agreement shall not be placed in the personnel file of the teacher; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

No official report nor any derogatory statement about a teacher shall be filed by an administrator or supervisor unless the teacher is sent a dated copy at the same time. The teacher shall have the right to submit a response to the report or statement. Such a response shall be attached

to and filed with the report or statement in the teacher's official personnel file.

Derogatory statements or reports kept by administrators at the school level are subject to the same provisions as official personnel files.

B. Removal of Reprimands

An employee may request removal of an official reprimand that has been in the personnel file for a three year period provided no other official reprimands have been received during this period. The reprimand will be removed with the concurrence of the administrator who submitted the reprimand. In the event the employee has experienced a change in his/her administrator the reprimand will be removed with the concurrence of the present administrator.

C. Special Complaints

In the event a complaint or charge is made by any person* or group, not employed by the Board, against any teacher(s), about job performance, the teacher(s) concerned shall be promptly notified. The teacher(s) involved in the complaint or charge shall be given full information with respect thereto and with respect to any investigation conducted by the teacher(s)' administrator(s).

In the event the teacher(s) is required by his/her administrator to answer such complaint or charge, it shall be in personnel session, which shall be closed to the public with his/her administrator(s), the Region Board or the Central Board, and with right of representation by the Union. The teacher(s) shall not be required to attend any complaint or charge hearing other than the aforementioned.

The teacher(s) shall be entitled to grieve as provided in this Agreement.

D. Tenure

The Detroit Public Schools and all other Michigan school districts are governed by the provisions of the Michigan Teachers' Tenure Act. This legislation establishes a procedure relative to the release and discharge of unsatisfactory teachers which is designed both to protect the teacher and the children of the school district.

No teacher on continuing tenure shall discontinue his/her services to the school system except by mutual consent, without giving a written notice to the Board of Education at least 60 days before September first of the ensuing school year. Discontinuance in any other manner will result in forfeiture of rights to continuing tenure

*This does not preclude the right of a parent or guardian to meet with the teacher of his child (Article X, page 21).

previously acquired.

For complete text of the Michigan Teachers' Tenure Act, see State of Michigan General School Laws: Act 4, 1937 (Ex. Ses.), as amended.

E. Competence: Assistance and Reporting

1. Teachers

Unsatisfactory procedures will not be initiated against teachers who have had changes in their teaching area as a result of recall or forced transfer during the first semester in the new assignment.

Before a teacher is rated unsatisfactory in instructional performance, the following steps shall have been taken.

a. The principal, assistant principal, department head or unit head shall have observed the teacher's classroom performance at least twice.

b. A Central or Region supervisor or curriculum specialist shall have observed the teacher's classroom performance at least twice.

c. After the observations referred to in a and b above have occurred, a conference between the teacher, the supervisor/curriculum specialist and at least one school administrator as named in a above shall be held no later than November 1 or April 1 (see f. below) to put the teacher on notice that his/her work is unsatisfactory and to discuss with him/her ways in which he/she can improve. The principal and the teacher each shall put in writing a summary of such conferences. Copies shall be exchanged.

d. Within the 30 day trial period, both building administrator(s) and supervisor/curriculum specialist shall visit the teacher's classroom to determine if the recommendations made above are being implemented. If the visitation is attempted by the building administrator(s) and/or supervisor/curriculum specialist, and the teacher is not available, the teacher shall arrange for the visitation(s) at a time that is mutually convenient for all parties. If the efforts of school administrator and supervisor/curriculum specialist and teacher fail to raise the teacher's performance to a satisfactory level, the administrator and supervisor/curriculum specialist shall each fill out a Form 4045, **Special Report on Teacher Services**.

e. The principal shall forward the Forms 4045, completed by the administrator and supervisor/curriculum specialist, to the Region Superintendent who, if he/she approves will forward them to the head of the division.

f. The principal shall furnish the teacher involved copies of the ratings from both the school administrator and supervisor/curriculum specialist at the time the principal forwards the ratings, Form 4045, to the next level. Ratings to be effective at the close of the first semester must be presented to the teacher by the principal not later than December 1; those to be effective at the

end of the second semester, not later than May 1.

g. A continuing tenure teacher who is marked unsatisfactory according to procedures outlined above shall be transferred and given an opportunity for two consecutive semesters to bring his/her work to a satisfactory condition. A teacher transferred according to procedures outlined in a through f above will be rated prior to the end of the second semester following transfer using the same procedure described in a through f above except that upon mutual agreement between the Union and the Board a different supervisor/curriculum specialist will evaluate the teacher's performance. If the rating is satisfactory the teacher will be retained as a continuing tenure teacher. If the rating is unsatisfactory, the teacher's services will be terminated pursuant to the Michigan Tenure Act.

2. ESRPs

Before an ESRP is rated unsatisfactory in instructional performance, the following steps shall have been taken:

a. The principal, assistant principal or department head shall have observed the ESRP's classroom performance at least twice.

b. A conference between the ESRP and at least one school administrator as named above shall be held, upon completion of the observation, to put the teacher on notice that his/her work is unsatisfactory, to discuss means for improvement, and to indicate what administrative assistance will be provided. Notice of such conference, its purpose, and the teacher's right to Union representation shall be given in advance in writing.

A summary of the conference shall be put in writing by both the principal and the ESRP.

c. No sooner than 10 school days after the conference, the principal shall confer with the ESRP and file a report on Form 4080 reviewing the ESRP's performance since the initial conference. If the report is unsatisfactory, the ESRP may be released after two days' notice.

3. Emergency Substitutes

The substitute teacher may be evaluated on Form 4076, Report on Quality of Emergency Substitute Teacher Service. This rating is then sent to the Office of Personnel, where it is placed in the substitute teacher's individual file.

Evaluations of unsatisfactory service are discussed with the substitute teacher.

4. School-Community Agents

A joint committee composed of representatives of local

school administration, central staff administration, the Union, and school-community agents shall be established for the purpose of developing a procedure for the evaluation of the performance of school-community agents. Any such evaluation procedure mutually agreed upon by the Union and the Administration during the term of this Agreement, shall be incorporated as part of this Agreement.

5. JROTC Instructors and Assistants

The Director of Army Instruction shall supervise and evaluate all JROTC personnel according to criteria formulated in Military directives and regulations as set forth by the Department of the Army, the U.S. Training and Doctrine command, Fort Monroe, VA and Headquarters Second ROTC Region, Fort Knox, KY. It is recognized, however, that the JROTC program is part of the total teaching program within the schools and that the school administrator shall have responsibility for the supervision and evaluation of the JROTC instructor's performance as it relates to his/her effectiveness in the local school setting. It is desirable that the school administrator and the Director of Army Instruction consult generally on evaluations of all JROTC instructors. Copies of evaluations shall be made available to JROTC instructors. Requirements and standards mutually acceptable to the U.S. Army and the Detroit Public Schools must be maintained.

E. Rating and Disciplinary Action

The teacher will be notified in advance in writing of the purpose of a meeting with an administrator in cases where an unsatisfactory rating and/or disciplinary action — including official reprimand — is contemplated, and shall be entitled to have Union representation.

F. Discharge or Discipline

No employee shall be discharged or disciplined unjustly.

G. Teacher Evaluation

(See Appendix D for Teacher Evaluation.)

H. Residency

No employee shall be required to be a resident of the City of Detroit as a condition of employment in this bargaining unit or as a condition to apply for and be placed on the eligibility list for promotions into another bargaining unit, provided that if promoted the employee is governed by the contract of the applicable bargaining unit.

XIV. SUBSTITUTES

A. ES Progression to ESRP; ESRP Progression to Contract

A temporary teacher in a full time assignment shall

be given status as an Emergency Substitute in a Regular Position (ESRP) on the completion of twenty (20) days in such assignment. Said status shall be retroactive to the first day of the assignment.

No ESRP shall be released except for (1) the assignment of a contract* teacher certificated for the position, (2) unsatisfactory service as provided on "Report on Quality of ESRP, ES or Intern Teacher Service," (3) the position is closed out, or (4) implementation of the Balance of Staff Concept. An ESRP retained for 100 school days in a full time assignment for which he/she has a provisional, permanent, continuing, or life certificate shall be tendered a contract* dated and effective back to the original date of assignment and shall, effective such date, be treated as a contract* teacher for all purposes of this Agreement except that such teacher may be transferred at the end of the semester, and except that an ESRP retained for 100 days or more in an illness position will not be tendered a contract as long as that position is being held for the disabled teacher. (This does not change the present transfer policy.) The time spent in an illness absence shall be counted toward the 100 days if the illness absence becomes a vacancy.

****An ESRP who is released after having served 100 days in an illness position will be given priority for re-assignment to a vacant position both during the school year and at the beginning of the new semester.**

****An ESRP who has served 100 days in an illness position and who is re-assigned as an emergency substitute to a vacant position in September will be tendered a contract if the position remains vacant following the fourth Friday enrollment count.**

****An ESRP who has served 100 days in an illness position and is re-assigned to a vacant position any time during the school year after the fourth Friday will be tendered a contract at the time the vacant position is confirmed but shall not have priority over a laid off teacher.**

(Also see insurance provision and Appendices.)

B. Provision of Substitutes

In the event of a regular classroom teacher's absence on a scheduled instruction day, the Board shall continue to provide all available substitutes. If all available substitutes have been called and there still are vacancies in the school, the class shall be covered in accord with the emergency plan developed by the principal in consulta-

*The Board's standard current probationary, annual or continuing contract provided that no new conditions or provisions shall be adopted except in accord with collective bargaining agreement.

****INSERT "or one-year child care leave" after the words "100 days in an illness position"**

tion with the School Union Committee. Emergency plans shall involve all certified personnel, including administrators, in teaching or supervision of pupils.

C. Accumulation of Sick Leave—ESRPs

ESRPs shall accumulate sick leave on the basis of one day per twenty (20) days worked. Days accumulated shall be carried over from one ESRP assignment to the next if: (a) the break in ESRP service is of twenty (20) or fewer school days duration; OR (b) if the teacher is available and willing to serve in any school in the system as assigned, at least three days per week.

The sick bank accumulated during ESRP service shall be carried over to contract assignment if the conditions listed in either (a) or (b) above are satisfied.

D. Distribution of Substitutes

To supplement the Board's prior efforts to provide equal educational opportunities to Detroit Public School children, the Board and the Union will work toward the equitable distribution of ESRPs in all areas of the city.

Up to three additional attendance agents shall continue to function as relief attendance agents servicing region attendance centers as needed.

A list of available substitute registered nurses shall be maintained by the Detroit Board of Education.

A registered nurse substitute shall be provided when the registered nurse in a school is absent on a scheduled class day and a registered nurse is available.

E. Resource Teachers and Other Substitutes

Resource teachers are contract substitutes. In utilizing resource teachers and other substitutes, present practices and procedures shall be continually reviewed and improved.

F. Student Teachers

Student teachers may be used as substitutes for their sponsoring teachers only in accordance with provisions made by the State Board of Education. This provision shall not limit the right of a student teacher to substitute if the student teacher is otherwise qualified to substitute by Special Permit issued by the State Board of Education.

G. Substitute Calls

The substitute office will give priority to fully certificated persons who have expressly agreed to serve in any school in the Detroit Public School System in filling re-

quests for substitutes before 7:15 a.m.

XV. LEAVE POLICY

The Board of Education upon written request may grant leave of absence for a period not to exceed one year, subject to renewal at the will of the Board. Leave of absence for physical or mental disability without request may be granted for a period not to exceed one year. No leave of absence shall serve to terminate continuing tenure previously acquired.

When it is necessary to be absent, the teacher should notify the school office or the person designated at the time established by the school. The school office should be informed of an expected absence early enough to be able to have the substitute teacher arrive before the opening of the school day. The absent teacher should notify the school by 2:30 p.m. of the day preceding his/her return so that the substitute may be released in time for another assignment.

Employees able to anticipate non-illness absence chargeable to Sick Leave must make application in advance on Personnel Form 4132, Request for Approved Absence with pay.

Form 4043, Request for Leave of Absence or Extension of Leave, is to be submitted by an employee who wishes an approved absence, without pay, for periods of more than four weeks (20 working days), with the exception of Sabbatical Leaves and absence for Exchange Teaching.

Types of Leaves are as follows: Illness or disability (see also statement of policy for maternity on page 84), military, study, personal business, and government or professional service. A leave of absence for study, personal business, or government or professional service is not granted during the first year following appointment to a position.

1. Illness. An employee may be granted a leave of absence for prolonged illness subsequent to the termination of his/her sick leave bank. An extension of illness leave beyond one year must be accompanied by Form 431, Physician's Certificate, filled out by the employee's physician. Any further extension may be granted only upon recommendation of the Board Medical Examiner.

Return from illness leave can be effected as soon as approval of the employee's doctor and the Board Medical Examiner is secured. (Form 431, Physician's Certificate, may be obtained from the school office or from the Office

of Personnel and completed by the employee's doctor.) In general, the position will be held one year pending return.

2. Military. A teacher entering any of the armed services of the United States — including the Red Cross and the Merchant Marine — will be granted a leave without pay when enrolled and assigned to active duty. If he/she applies for reinstatement with the Board within 90 days after his/her separation from the armed service, and if he/she is still qualified and competent, he/she will be reinstated in his/her former position (or like position) in the department where he/she was serving when the leave was granted. A photostatic copy of his/her military record must be filed with the Office of Personnel. He/she will return at the salary rate which he/she would have attained had he/she not been on leave. Pension credit is given for approved military service, but annuity deposits must be made by the employee.

3. Study. Beginning with the 1975-76 school year, teachers who are granted leave for study shall return at the completion of that leave at a salary level in accordance with service credit earned at the time the leave was granted. On his/her return, he/she should file an official college transcript showing that he/she has completed at least ten semester hours of credit each semester, or ten quarter hours each quarter (except during the summer) in a university or college accredited by the North Central Association of Colleges and Secondary Schools or equivalent agencies. Retirement credit is not allowable during such leaves.

4. Maternity. See statement of policy for maternity, Appendix, page 84.

5. Personal Business. Leave of absence for personal business shall be limited to one year and no leaves shall be granted, other than Sabbatical Leaves, to Board employees for the purpose of engaging in similar employment elsewhere, with the exception of leaves for teaching in foreign lands under U. S. Government auspices.

6. Government or Professional Service. A school employee may be granted a leave of absence for elected or appointed service with the government or with a school employee organization. A school employee organization is defined as a membership organization, local, state, or national, in which employees of the school system are members. Such a leave shall be without pay and shall be renewable annually upon written request of the employee. Retirement credit for service with a school employee

organization may be granted as provided in Chapter 2, Section 21 (d) of the Retirement Law for Public School Employees.

7. Jury Duty. A teacher who serves on jury duty will be granted leave of absence. The teacher will be reimbursed for the difference between jury duty pay and his/her Board salary for the days served. When the teacher is excused from jury duty for a half day or more, he/she must notify his/her administrator immediately and report to his/her school or work location for a suitable assignment. Reimbursements will be granted after submitting Request for Approved Absence with pay (Form 4132) and official proof of the number of days served to the Office of Personnel. Teachers, when summoned to jury duty, should respond to such summons as directed. Classroom teachers should request to be excused from jury duty, or to serve their jury duty at a time other than during the school year. Letters to support such request may be obtained from the Office of Personnel.

The effective date of a leave is the day following the last day for which the employee is paid.

The maximum allowance for all purposes (except professional service) shall be three consecutive years. Requests warranting special consideration beyond the limitations indicated may be referred to a reviewing committee for recommendation.

Leaves of absence, with the exception of illness leaves, should begin and end at natural breaks such as vacation period, report card marking or end of semester.

Employees returning from leave are expected to remain in Board employment for at least one year.

An employee may request one to four working days without pay for personal business. No special form is required but he/she should first have the approval of his/her principal.

Form 4132, Request for Approved Absence without Pay is submitted by an employee requesting approval of absence for a period of one week (5 working days) to a maximum of four weeks.

Employees wishing release for one or more of the last three days before the end of the spring semester in June, in order to attend an accredited summer school session or to depart for an accredited summer tour, must submit Form 4117, Request for Early Dismissal, to the Office of Personnel.

Conditions for considering approval are:

- a. College credit must be earned.

- b. Employees leaving early for one of the above purposes must submit transcripts of their credits earned not later than October 1 to the Personnel Records Department.

When an employee is absent due to personal business without pay on the day before and the day following a holiday, he/she loses pay for all three days; the preceding day, the holiday, and the day following. However, if the employee is absent either before or after the holiday, but not both, he/she would lose pay only for the day of his/her absence.

A. Personal Business Leave Days

The present provisions allowing five days per year for specified non-illness emergency absence shall continue in effect, along with a policy permitting two of these five days to be used for personal business which does not fall into presently designated categories but which cannot be conducted at any time not in conflict with the normal school working day. These days may not be used to extend a holiday.

B. Sick Leave

1. Sick leave for regular 39 week teachers shall accumulate in a single bank at the rate of fifteen (15) days per year with a limit of 200 days.

Regular hourly rated employees shall accumulate sick leave at the rate of one hour for every twenty-five hours worked.

This sick leave provision shall apply in the same fashion as sick leave provisions apply to regular classroom teachers.

When an employee's sick leave bank has reached the current allowable maximum as set forth in this Agreement there shall be established a "Catastrophe Bank" into which all days over the maximum shall be placed. When an employee has used all days accumulated in his/her sick bank for an illness/disability extending more than six months he/she may then draw from the "Catastrophe Bank" to the extent he/she has made contribution to said bank. (The Employer may require medical evidence of the illness/disability.)

If a teacher is unable to work as a result of a compensable injury, the teacher may utilize "Catastrophe Bank" sick leave days to maintain regular gross earnings without affecting the teacher's regular sick leave bank.

2. Probationary I teachers shall start with a bank of ten (10) sick days. With a promissory note, they may borrow up to five (5) additional sick days for extended

illness,* to be deducted at the beginning of the following school year.

3. A contract teacher who has exhausted his/her sick bank may in case of extended illness* borrow up to ten (10) days with a promissory note. These days will be deducted at the beginning of the following school year.

4. Any teacher who terminates his/her employment shall repay the school system the amount owed for sick leave days advanced under this policy.

5. Teacher absences resulting from school-related assault shall not be charged against sick leave although the teacher's regular gross earnings shall be maintained. Regular gross earnings shall be maintained during the period of disability, but not subsequent to the receipt of both of the following categories of benefits, for which the teacher if eligible shall apply: (1) normal retirement or disability retirement benefits, and (2) Old Age and Retirement Social Security benefits (normal or early) or Disability Social Security benefits; failure of a teacher to apply for such benefits if eligible therefor, shall disqualify the teacher from further receipt of assault pay benefits under this section. Weekly Worker's Compensation benefits (but not medical, hospitalization and other Worker's Compensation benefits) paid relative to the same disability may be offset by the Board against assault pay benefits payable under this section; but the rights and obligations of the teacher and of the Board under the Worker's Compensation Act shall otherwise be unaffected. Negligent injury caused to a teacher in a school resulting from the negligence of a pupil will be treated as an assault under this section. The 1979 amendments to this section shall not be applied to any teacher who incurred school-related assault disability prior to September 4, 1979. (See Article XV, D. Appeal)

6. Members of the bargaining unit who are the unfortunate victims of such occurrences as robbery or assault, while in school or engaging in school related activities, assignments, or duties regardless of time or place shall have released time with pay for court appearances and any other necessary appearances to prepare the criminal case.

7. The sick leave bank shall not be charged for necessary absences up to five days resulting from the following childhood diseases: chickenpox, measles, mumps, diphtheria, whooping cough, impetigo. The statement of a licensed physician shall be required as proof of the cause of such absence.

*Extended illness shall be interpreted to mean illness requiring use of consecutive days during or following hospitalization or home confinement for serious illness or accident requiring a doctor's care.

8. Sick leave provisions are designed exclusively for absences caused by illness, injury, or as otherwise outlined in this Agreement. The Board will investigate suspected instances of abuse of sick leave. Where warranted on the basis of investigation, the Board will undertake remedial action.

9. An incentive plan regarding limited use of sick leave days will be developed by Board representatives in consultation with the Union during the school year 1979-80. Implementation of the plan will require concurrence of the Union.

10. Upon retirement with a retirement allowance in accordance with the qualifications established by the Michigan Public School Employee's Retirement System—School District of the City of Detroit, an employee will be paid an amount not to exceed one-half his/her unused Sick Leave days, with a maximum allowance of 35 days pay.

The estate of a teacher who dies during the term of this Agreement shall receive terminal pay calculated on same basis as if he/she had retired.

C. Illness Absence—Medical Examinations

An employee not able to return on Monday following two weeks of absence for personal illness must have a medical examination by the Board medical examiner and present Form 431, Return to Employment: Physician's Certificate, completed by his/her own physician before returning to his/her assignment. This regulation also applies to illness absences in June, regardless of whether they extend into September.

After 11 consecutive work days of Sick Leave, a teacher must furnish a statement from his/her physician on Form 432, Release Pay Check: Physician's Certificate, in order to secure his/her next pay check.

In cases involving surgery, bone fractures, heart, thyroid, and nervous disorders, the employee must have the approval of the Board of Education medical examiner before he/she may return to duty.

A further check is required on employees with continued illness absence extending beyond the second consecutive pay period. Information about the condition of the employee is obtained either from the principal (or in a non-school department, from the department head) or by a visit from the administrative nurse. Information may also be obtained on a Form 432 completed by employee's physician.

Employees who remain on extended sick leave may be asked to have a medical examination by the Board of Education medical examiner during the period they are absent after continued absence beyond two consecutive pay periods. Such examinations are required when suf-

ficient evidence of continued illness is not obtainable by other means.

If convalescence outside of town is recommended by one's own physician and approved in advance by the Board medical examiner, such absence may be charged to Sick Leave.

In absences involving compensation under the State of Michigan Compensation Law, charges to Sick Leave allowances are made only to the extent necessary to maintain the employee's regular bi-weekly gross earnings.

The Office of Personnel may require a medical examination by the Board of Education medical examiner for an employee at any time when the maintenance of minimum health standards in a school or department is in question.

An employee returning from a leave of absence as provided for in Form 4043, Request for Leave of Absence or Extension of Leave, must have a medical examination by the Board of Education medical examiner. Form 431, from the employee's personal physician, is required for return from leave of absence for illness or maternity.

An employee sustaining an injury requiring the use of a bandage, cane, crutch, cast, or similar type of support is required to have the approval of the Medical Department. Such cases must be referred by the principal through the usual channels to the Board of Education medical examiner for approval before the employee may return to duty.

An employee who has been ill with a communicable disease must have a medical examination by the Board of Education medical examiner.

If a regular 39 week employee is absent for illness on the first day of the work schedule in the school year, the illness must be confirmed by the Medical Office, or a written request for approval from the employee must be approved by the Chief Fiscal Officer. This applies to absence for one or more days. Approval by Medical Office requires Form 432 from employee's attending physician to the Medical Office.

D. Appeal of Board Medical Office Decision

The decision of the Board Medical Examiner in this Article is binding except that if an employee is not satisfied with the decision of the Board Medical Examiner, as to his/her ability or disability for work, the employee may appeal the decision under the following conditions:

1. The teacher may request that an appropriate medical specialist be designated to determine disability. The Board and the Union shall

mutually agree as to who the appropriate specialist shall be. Failing agreement by the Board and the Union on selection of the appropriate specialist, the teacher's physician and the Board's Medical Examiner shall select the appropriate specialist. The teacher shall consult the designated specialist, and the Board shall pay one half the cost of the evaluation and the teacher shall pay the other half. The specialist shall furnish a report relative to his evaluation to the Board, to the Union, and to the teacher. The determination of the specialist shall be final and binding as to whether the employee is able or unable to return to work.

2. If the Board declines to pay or to continue benefits which the Union believes are required under the Agreement and the report, the Union may submit the dispute directly to the grievance procedure under Article XXII, at STEP 3.

3. The Board may request at its own expense that a teacher whose gross earnings are being maintained under Article XV, Section B-5, shall submit to a re-evaluation by the specialist referred to in Section 1 above at reasonable intervals but in no event no more frequently than every four months, and that the specialist provide a report as to whether the teacher is able or unable to return to work, which shall be furnished to the Board, to the Union and to the teacher. The determination by the specialist as to whether the teacher is able or is unable to return to work shall be final and binding on the parties. If, following the specialist's report, the Board declines to pay or to continue benefits which the Union believes are required under the Agreement and the report, the Union may submit the dispute directly to the grievance procedure under Article XXII, at STEP 3. If the original, appropriate, specialist is unavailable, or is then the treating physician, the parties shall mutually designate an alternate, appropriate specialist. Failing agreement by the Board and Union on selection of the appropriate specialist, the teacher's physician and the Board's Medical Examiner shall select the appropriate specialist.

4. A teacher found disabled under this section will follow a reasonable course of medical treatment as prescribed by the treating physician with the ultimate goal of returning to work if possible.

E. Absences Chargeable to Sick Leave

Absences due to causes listed below may be charged as specified to Sick Leave. Absence in excess of available Sick Leave days or for reasons other than those specified will result in loss of pay.

1. Personal Illness

All absences due to illness of employee may be charged to Sick Leave until the Sick Leave Bank is exhausted.

2. Death Leave

Absence due to death of a member of the immediate family may be charged to Sick Leave to the extent of one

to five scheduled working days as necessary for each death.

a. Included in immediate family membership: husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or non-relative living and making his/her home in the household of the employee.

b. The working days allowed must be consecutive scheduled working days:

- (1) if employee works on day of death: the days allowed do not include day of death but begin with the first scheduled working day immediately following the day of death.
- (2) if day of death is a scheduled work day and employee does not work on that day: the days allowed begin with and include the day of death.
- (3) if day of death is not a scheduled work day or occurs during vacation periods: the days allowed are those scheduled working days (or actual working days following vacation period) which fall within seven consecutive calendar days including day of death.

3. Certain Emergencies

Certain non-illness absences may be charged to Sick Leave, but all such charges combined may not exceed a total of five days in any one fiscal year. Two of these five days may be used for personal business which does not fall into the designated categories, but which cannot be conducted any other time because of conflict with the normal school working day; otherwise, except as indicated below, absence for personal business beyond two days means loss of pay. A letter must be submitted to the Chief Fiscal Officer requesting approval for any emergency absence in excess of two days. Absences in excess of a total of five days in any one fiscal year that do not fall in the categories below, will also result in loss of pay.

a. Absence to attend wedding of member of the immediate family only.

(1) NOT chargeable to Sick Leave:

- (a) Absence for wedding of other than members of immediate family.
- (b) Absence to arrange for weddings.

b. Absence for employee's own wedding:

(1) Chargeable to Sick Leave:

- (a) Such working days as fall within seven con-

- secutive calendar days including and subsequent to wedding day.
- (b) Day of wedding is counted as one of seven days but only charged to Sick Leave if a scheduled working day.
 - (c) Saturdays, Sundays, and holidays, if any, within a seven-day period are counted as part of this limit.
- c. Absence to attend funerals other than those of members of the immediate family.
- (1) NOT chargeable to Sick Leave:
 - (a) Absence to make funeral arrangements.
 - (2) Chargeable to Sick Leave:
 - (a) Time actually required to attend funeral and to return.
 - (b) Local funerals usually involve one-half or one day only.
- d. Absence caused by exposure to contagious disease in the immediate family where employee, though not ill himself, is required by Board of Health to be absent from work.
- e. Absence to provide necessary care for a member of the immediate family where no other arrangements are possible.
- (1) NOT chargeable to Sick Leave:
 - (a) Where other relatives are available to "provide necessary care" it is assumed that employee's provision of care is not necessary since "other arrangements" are possible.
 - (2) Chargeable to Sick Leave:
 - (a) The "necessary care" must be such as would be prescribed by a physician or required by incompetency of relative requiring care.
 - (b) In almost all cases, "other arrangements" are considered possible — certainly within one day of the emergency.
- f. Absence because of required court appearance.
- (1) NOT chargeable to Sick Leave:
 - (a) Employees are expected to arrange legal meetings and conferences on non-work days. Absences because of "required appearances" on work days that could have been scheduled for non-work days may not be charged to Sick Leave.
 - (b) Probate hearings are generally set to ac-

commodate those involved. Such hearings should be set on non-work days or during vacation periods.

(c) Absence for "required court appearance" in cases initiated by employee, especially where personal property gain is involved, is not chargeable to Sick Leave.

(d) Absence to accompany friend or relative to court is not considered as "required" and may not be charged to Sick Leave.

(2) Chargeable to Sick Leave:

(a) "Required appearance" as evidenced by subpoena or court summons, or a written request from the Accident Prevention Bureau.

g. Absence because of transportation failure or breakdown where no other means of transportation is available.

(1) NOT chargeable to Sick Leave:

(a) Absence due to failure to allow sufficient travel time for weather interference and other normal transportation hazards (includes grounded planes, snow-bound buses, and failure to obtain travel reservations).

(b) Absence in cases where lack of transportation is due to fact that employee resides outside city limits.

h. Absence due to catastrophes resulting from fire, floods, tornadoes, etc., which make it impossible for employee to report for duty.

(1) NOT chargeable to Sick Leave:

(a) Subsequent to catastrophes, if it is possible to make necessary adjustments outside of working hours, employee is expected to report for duty.

i. Absence because of required observance of a recognized religious denomination.

(1) NOT chargeable to Sick Leave:

(a) If it is possible to fulfill necessary religious obligations outside of working hours, employee is expected to report for duty.

F. Sabbatical Leave

A contract teacher may apply for a year of Sabbatical Leave after seven years of continuous or ten years of non-continuous service, three years of which shall immediately precede his/her application.

A contract teacher who is otherwise eligible may move directly from professional service leave status to sabbatical leave status.

G. Other Leaves

1. Request for approved absence without pay for reason of personal business shall not require detailed information as to reason for request. Such information is to be entirely voluntary.

2. A teacher who serves in the Peace Corps shall be entitled to experience credit for Peace Corps teaching.

3. A teacher who is granted Professional Service Leave shall be entitled to experience credit.

4. A teacher may qualify for a year of Exchange Teaching if he/she has taught for the Board for at least five consecutive years and can meet certain other conditions.

H. Return from Leave

1. While leaves of absence are granted for definite periods, a return from leave before the end of the specified period may be effected provided the employee wishes to return and provided a vacancy for which he/she is qualified is available.

See Appendix, page 84, Statement of Policy for Maternity.

A teacher returning at the expiration of leave, has priority over a newly hired teacher, ES, ESV, and ESRP. and over a laid off teacher with less seniority.

Priority order for return from leave:

- (a) Illness, military, sabbatical.
- (b) Professional service, study.
- (c) Personal business, government service.

2. An employee is required to notify the Office of Personnel in writing at least one month preceding the expiration date of a leave of his/her wish to return, request an extension, or resign.

3. An employee returning from a leave of absence must have the approval of the medical examiner of the Board of Education prior to reporting to his/her assignment and must furnish a chest x-ray report. An employee returning from an illness or maternity leave must present Form 431, Physician's Certificate, at the time of the appointment with the Board medical examiner.

4. At the expiration of a leave, if an employee does not return and no extension is granted, his/her removal becomes automatic.

XVI. INSURANCE

A. Compensable (On the Job) Injuries

In case of a compensable injury, an employee is entitled to receive free medical, surgical and/or hospital care at any one of the officially designated hospitals. (See list on page 72.) If the necessity for treatment does not appear until after the employee has left his/her place of employment, any of the designated hospitals may be used.

Except where the service is furnished in an unusual emergency where minutes count, the Board will not pay the fees of other hospitals or doctors, nor will it reimburse employees for fees paid to other hospitals or doctors; and any such claims will be refused if the Board finds that a designated hospital could have been used.

B. Group Insurance

1. Health Insurance

Effective October 6, 1975, health insurance shall be subsidized for regular employees and their dependents by the Board of Education in the amounts previously agreed upon by the parties. ESRPs are eligible (See also Appendix p. 79, Emergency Substitutes.)

Any additional cost of health insurance for regular employees and their dependents shall be paid by the Board effective October 6, 1976.

Employees must apply for coverage within 60 days of initial employment or during open enrollment periods.

2. Improvements

Effective October 6, 1975, health insurance benefits have been improved by availability of a program which includes:

Semi-Private Room, 365 Days of Coverage, 45 Days of Coverage for TB, Nervous and Mental Conditions, Dependent Children Coverage through age 25, Medical-Surgical Care, No Member's Liability on Radiological Therapy, X-rays, EKG's, and Laboratory Tests, and Master Medical \$50 Deductible with 80-20 Co-Pay as described by Blue Cross-Blue Shield of Michigan.

Effective September 1, 1980, a \$3.00 Co-pay Prescription Drug Rider shall be added to the health insurance benefit

3. Health Insurance Options

Effective October 6, 1975, a regular employee may elect to apply the health insurance subsidy for himself/herself and dependents to coverage under Blue Cross-Blue Shield of Michigan, Health Alliance Plan or Provident Life and Accident Insurance Company. ESRPs are eligible.

With respect to health insurance coverage, only, the Board may, following consultation with the Union choose a different carrier(s), but with equivalent insurance coverage and benefits. In the event of a dispute as to the equivalency of insurance coverage and/or level of benefits, such dispute shall be submitted to a mutually acceptable insurance actuarial consultant whose decision shall be final and binding. The cost, if any, shall be shared equally by the Board and the Union.

Employees must apply for coverage within 60 days of initial employment or during open enrollment periods.

4. Dental Insurance Option+

Effective October 6, 1975, regular employees shall have the option of selecting either the health insurance coverage described above or a dental insurance program for themselves and their dependents, but not both. The dental program level of benefits shall be as described in the Comprehensive Dental Expense Plan of Aetna Life and Casualty Insurance Company or a comparable program. ESRPs are eligible.

If a regular employee exercises the option to select dental insurance, such insurance shall be subsidized by the Board in the amounts previously agreed upon by the parties.

Effective November 15, 1978, regular employees are entitled to select coverage for themselves under both health and dental insurance options, and for themselves and their dependents under either of the programs but not both. If husband and wife are both regular Board employees, insurance coverage will be subsidized only on the basis of one employee carrying full family health insurance and the other full family dental insurance. There shall be no duplication of individual benefits for a husband and wife who are both regular Board employees.

The additional cost, if any, of the optional dental insurance coverage described above for regular employees and their dependents shall be paid by the Board, effective October 6, 1976 for the balance of this agreement.

Effective September 1, 1981, the Board shall provide full family subsidy for both health and dental insurance for regular employees.

Employees must apply for coverage within 60 days of initial employment or during open enrollment periods.

5. Health Insurance For Hourly Rated Employees

Regular hourly rated employees who work twenty or more hours per week shall be eligible for the Board subsidized health insurance,

or dental insurance, for the employee only. Nothing in this section shall reduce greater health benefits previously granted hourly rated employees.

6. Life Insurance

- a. The Board of Education shall continue to underwrite the cost of a group life insurance policy for all of its appointed employees and those Emergency Substitutes in Regular Positions (ESRP) who have worked in this classification for two years immediately preceding their death or retirement. The policy provides the payment of \$1,000 if the employee should die while in the active service of the Board and \$350 for employees who have retired from active service after January 1, 1956.
- b. The life insurance program shall be improved effective September 1, 1979 by increasing the policy from \$15,000 to \$20,000.
- c. The Detroit Public Schools shall continue to contribute approximately ten per cent of the cost of supplementary group life insurance.
- d. The disability premium provision under the Michigan Life Insurance policy which previously was not available after age 60 shall now be available to age 70 or the mandatory retirement date in the event it extends beyond the 70th birthday (basic group life policy only).

7. Tax Sheltered Annuity

Tax sheltered annuity programs are available to eligible employees.

XVII. RETIREMENT—EMPLOYEE CONTRIBUTION

Effective September 6, 1976 the Board shall make the five per cent contribution to the State of Michigan Employees Retirement System of the School District of the City of Detroit for members of this bargaining unit.

XVIII. IMPROVEMENT OF PROGRAM

A. School Organizational Plans

The faculties of individual schools may develop organizational plans which they consider to be in the best interest of the students and the local school community. Upon the concurrence and endorsement of the local school administration, and approval of the Region Superintendent and the Deputy Superintendent, Division of Educational Services, such plans shall be implemented.

B. Joint Administration/Union Counselor's Committee

A Joint Administration/Union Committee with equal members of Board and Union members shall be continued to study and make recommendations with respect to the guidance and counseling function. The committee shall study and make recommendations in such areas as:

Modification of student behavior;

Involvement of the total school staff in the function;

Adjustment of the counselor-pupil ratio in order to fund additional clerical or co-op service;

Career education;

Job responsibilities as outlined in the Administrative Handbook;

The report of the joint committee on "Plan for restructuring . . .", dated December 2, 1968; and

Other areas in which the committee feels there is a need.

Recommendations shall be reported by the end of the first semester and reviewed in a monthly policy meeting.

C. Testing

The Joint Administration/Union Testing Committee established in 1971 to investigate all phases of Detroit's testing program and to make appropriate recommendations shall be continued. Recommendations and implementation of the recommendations of the previous Committees shall be reviewed. Committee recommendations and/or changes in previous recommendations shall be forwarded to the Superintendent or his/her designee and the Union for review and consideration.

Regularly scheduled testing shall be set at times which will be least disruptive of the instructional program.

D. Handicapped Children

A joint Administration/Union Committee shall be established whose purpose is to shorten the Individualized Educational Plans (IEP) form.

1. On request of either party, the Joint Administration/Union Committee shall meet during the school year to consult on department policies concerning the professional interests of the Special Education Teachers which involve conditions of employment.

2. State and/or Federal funds shall be used to make special education classes an integral part of the Detroit summer school program.

3. A Joint Administration/Union Committee shall formulate plans for the utilization of two special education

rooms of the same category in a selected number of schools to be designated by the Superintendent on a trial basis. This committee shall evaluate the educational benefit of such organization and shall submit a report of such evaluation to the Superintendent.

Special Education teachers will continue to be alert to children who appear to be able to return to regular grade or appear in need of a different Special Education placement. Upon the recommendation of the Special Education teacher, such children, regardless of the period of time in the special program, shall within one semester of the recommendation be re-evaluated and/or retested and categorized in terms of emotional, academic, and physical factors. Pursuant to such re-evaluation and/or retesting, the pupil will then be appropriately placed.

E. Summer School Programs

1. To the extent that Federal funds are available for such purpose, free remedial summer school classes shall be provided to any elementary school child who fails a regular grade. The Board shall also continue to develop and implement programs which will provide free summer school classes to some needy children each summer to the extent that Federal funds are available for such purpose.

2. The school social work program and the psychological testing program shall be expanded into the summer school period.

F. Provision of Materials

Basic texts shall be provided on a minimum basis of one book per pupil station.

The student supplies mandated by the Michigan Supreme Court shall be delivered so as to be available for immediate use when schools open. By the end of the sixth week of the term, the Board shall furnish the Union a list by schools and regions of all such undelivered items. In addition, the Board shall publicize the lists of materials authorized for distribution so the teachers have access to lists of materials appropriate to their pupils' needs.

Special Education professional journals in each area of exceptionality, ordered from approved lists developed by Special Education supervisory staff, shall be made available to the Special Education staff. Orders will be limited to one copy for each area of specialty services in the school.

A listing of appropriate therapeutic interview materials for group work activities shall be developed through the Office of City-Wide Programs and Pupil Services. So-

cial workers shall be allocated materials in the amount of \$50.00 per school year from this listing (ten months) on the basis of \$5.00 per month.

G. Revisions of Materials List

A regular procedure shall be adopted for the annual up-dating of supply lists for various instructional departments and divisions.

Teacher(s) shall be included on any committee which is formed for the above purpose. The Union shall designate at least one of such teachers. Consideration shall be given to Union recommendations if more than one teacher serves on such a committee.

A joint Administration/Union Committee shall be established to review library materials and purchasing procedures and to make specific recommendations for modification. The book purchase policy shall be revised to include a contingency fund of up to ten percent of the Board allocated funds whereby school librarians will be able to purchase departmentally approved books and other materials when they are urgently needed.

H. In-Service Training

Teachers shall not be required to attend more than a total of three in-service training sessions and workshops per semester which are held outside of regular school hours and are conducted in compliance with the Federal court mandate.

The Board, upon recommendation of the Superintendent, will authorize additional in-service training workshops and meetings to be conducted prior to and subsequent to the implementation of new approaches to the teaching of any subject.

Regular teachers of the subject, including Special Education teachers, shall be given priority in the selection of personnel for such workshops and meetings. Relief and resource teachers may also apply.

Two half days for school planning shall be scheduled for curriculum planning, orientation to school and community, and planning for cooperative teacher effort to improve service to students. The first half day shall occur during the early weeks of the fall semester when it is not disruptive, preferably during the third week. The second half day may occur later in the fall semester or early in the spring semester at the option of the Region Superintendent in consultation with the school.

The principal and the School Union Committee will identify the needs of the local school. The Region Superin-

tendent will utilize the identified needs to develop the plans for the day. Central and Region staffs shall be available to assist in the implementation of the plans.

Union-sponsored in-service workshops on classroom management will be conducted by classroom teachers at least twice yearly and will be available to teachers at Union expense. Teachers new to the system will be required to attend at least one of these workshops.

Counselors shall be allowed the use of one day per school year for professional visits to other schools and colleges and one day per school year for the purpose of professional visits to business and/or industry. Scheduling such visits shall be staggered so that pupils at all times are provided necessary counselor service. Substitutes shall not be provided and such visits shall not constitute any expense to the Board beyond the counselor's regular daily salary.

Registered nurses in orthopedic schools shall be provided with one paid day per year with substitutes provided, to attend workshops relating to their work specialties.

Hourly rated registered nurses, psychologists, occupational and physical therapists shall be provided one paid day per year to attend workshops relating to their work specialties.

A minimum of two (2) workshops per school year will be held for Attendance Officers/Agents, one (1) per semester; objectives to be worked out by the staff. A joint Administration/Union committee shall be established to define appropriate and necessary roles for officers/agents that directly relate to improving pupil attendance.

I. Accountability

In addition to and in furtherance of the aspects of teacher accountability intended and frequently expressly reflected throughout this Agreement, the Union has adopted a statement of Goals of Accountability dated June 21, 1971.

It is understood by the parties that the statement per se is not to be regarded as a compilation of conditions of employment or work standards but rather as goals of excellence which both the Board and the Union endorse.

The Union will continue its classroom management workshops and other in-service training aids and materials for teachers.

The 1974 report and recommendations of the Administration/Union joint study committee with respect to accountability has been accepted by the parties.

The agreed upon accountability position paper is set forth under separate cover because:

- A. It is an all-encompassing document addressing itself to many facets of educational accountability.

- B. The document deals with more than just the relationship between the parties to the Collective Bargaining Agreement.
- C. The document applies equally to all parties mentioned in its contents.
- D. The parties agree to the Accountability document's wide distribution among the following groups: teachers, parents, students, citizens, administrators, other school board employees and the community in general.

J. Teacher Education

The Board of Education and the Union recognize that they have a mutual responsibility in the area of teacher education. Effective preparation of teachers is fundamental in order to provide quality education for all children. In order to carry out this responsibility, a continuing relationship and involvement in the planning and implementation of teacher education programs shall be maintained. Therefore:

The joint Administration-Union-University Committee on Student Teaching shall be continued.

The parties shall have the joint responsibility of preparing reports at appropriate intervals which will detail progress and direction desired.

Information relative to existing or prospective teacher education projects shall be available to the Union through the Department of Staff Development and Teacher Training, and sponsoring teachers shall be used as consultants in the formulation of such projects. On each project, at least one of these sponsoring teachers shall be selected from a list submitted by the Union.

K. Textbook, Curriculum Guide, and Records Review

Textbooks shall be reviewed every five years. The Union may request an earlier review of a particular textbook. Qualified teachers in several schools shall be requested to review and evaluate each textbook being considered. The result of their review and evaluation shall be used by the book selection committee as one of the deciding factors in selecting a new textbook.

The Board shall also continue the use of teachers to assist in the review and development of curriculum guides.

Citywide and regional committees shall be established with Union and Board representation to review the present system of records to eliminate needless duplication and redundant clerical work for teachers. Revisions shall be implemented no later than February.

L. Tuition Reimbursement

Fully certificated classroom teachers with a bachelor's degree and school social workers and psychologists shall be reimbursed by the Board the amount of tuition paid by the employee for courses taken under the following conditions:

1. The courses must have been taken by the employee while employed by the Board.
2. The courses must have been necessary to qualify the employee for a special assignment for which the Board will receive reimbursement from Federal or State funds, e.g., Vocational Education, Special Education, Remedial Reading, Social Work, etc.
3. The Office of Personnel must have approved the taking of such courses.
4. Reimbursement shall be made upon application to the Office of Personnel after all necessary courses have been completed and after the agreement of the teacher to remain in the Detroit Public School System for at least one year subsequent to the completion of said courses.
5. The employee must be willing to serve in any school designated by the Office of Personnel.
6. The reimbursement shall not apply to any courses taken prior to the summer of 1967.

M. Distributive Education Coordinators +

In an attempt to provide more flexibility in the expenditure of added cost supply funds, the Office of Vocational Education will set up a \$100.00 Distributive Education Added Cost Supply Fund at all high schools where Distributive Education programs are eligible for this amount of added cost funding. This special account in eligible high school bookstores will provide for the purchases of small supplies needed in a Distributive Education program. However, all purchases of supplementary text or Audiovisual items are limited to those items that are on the approved list. Schools must, prior to the close of the school year, submit to the Office of Vocational Education, a detailed accounting of the expenditure of these funds including receipts. Unexpended funds must be returned.

It is important to note that added cost funding from the state department is not guaranteed each year and that any agreement or any funds set up apply only to the 1979-80 school year. If funds continue to be available, each succeeding year will merit individual consideration.

N. Librarians

The school library media center is an area(s) in the school where print and non-print media and the services of the media staff are readily accessible to students and teachers.

Staffed by a certified librarian/media specialist, or bargaining

unit member, the library media center functions to select, organize, coordinate and circulate the school's learning resources; instruct, assist and motivate students and teachers in the use of these resources, and assist in implementing the school's total instructional and learning program.

A librarian assigned to a previously closed library or one formerly staffed by a non-librarian shall be allotted time to be determined by the local school administrator in consultation with the administrator in charge of the Library Department, to develop and implement a plan by which the librarian will organize the collection and files.

O. Television Teaching

Each on-camera teacher shall have the right to review each recorded lesson and to propose correction of major content error or major technical difficulty before the initial re-broadcast and again, prior to the use of such recording, at the end of a three year period from date of recording. Time and facilities shall be provided for such review. If the teacher is no longer assigned to the Department of Educational Broadcasting, the time for such review shall be determined upon mutually satisfactory arrangements being made between the teacher, his/her present principal or unit head, and the Department of Educational Broadcasting. The position of regular on-camera teacher shall be an 11 month position.

XIX. IMPROVEMENT OF FACILITIES

Adequate lunchroom, restroom and lavatory facilities exclusively for teacher use shall be made available in all schools. All high schools shall have workrooms of sufficient size to accommodate an assigned desk for each teacher.

A systematic program is being developed to the end that existing school buildings be upgraded in these areas as rapidly as funds and conditions permit.

Because of the confidential nature of the services provided by supportive personnel, i.e. social workers, psychologists, speech therapists, and special education consultant staff, each school shall provide, where appropriate, private interviewing space and the use of telephone service in a private setting for such supportive personnel.

When such facilities are not available in a given school, the affected employee shall discuss the problem with the principal and thereafter, if necessary, with his/her supervisor, who in turn will discuss the matter with the Region Superintendent or his/her designee. The principal who cannot provide such facilities should have the opportunity to provide an explanation to the Region Superintendent or his/her designee who thereafter will make a decision as to how the service is to be provided.

Prior to the beginning of the Spring Semester 1983, the principal, department head, health/physical education teachers and the Union representative will explore the possibility of designating one classroom to be used primarily for health classes in their school and implement same wherever possible.

In addition, this classroom will be used by health teachers to store materials and to exhibit bulletin board displays.

The principal shall make the decision whether such a classroom designation can be made.

If teachers believe refusal by the principal of the school to provide such a classroom is unreasonable, appeals may be made to the Region Superintendent. The Region Superintendent will give a written decision stating his reasons for the decision.

Some means of immediate communication shall be established and maintained between each portable and the main building to which it is attached.

Schools shall provide teachers new to the system or new to a school building with the personal clerical items normally considered to be part of a teacher's equipment, such as staplers, rubber bands, etc.

The parties shall work in cooperation with the Detroit Police Department in an attempt to establish necessary parking facilities.

XX. PROPERTY

A. Care of School Property

Teachers will be expected to provide normal care of instructional school equipment. However, they shall not be required to do major repair or replacement work on equipment or property.

B. Personal Property Loss

During the term of this Agreement a fund in the amount of \$10,000 shall be established from which individual teachers may be reimbursed for approved claims in the amount not to exceed \$100 for personal property loss due to theft, burning, or wilful or malicious damage. Personal property is defined as anything normally worn or carried into the building by the teacher but shall not include cash. The parties recognize and agree that a teacher has a moral obligation to reimburse the fund if the teacher also actually collects for the same loss from an insurance carrier.

Settlement for such loss claimed under this section shall be made during the quarter in which the loss is verified.

School-Community Agents shall be reimbursed for loss of personal property under the same provisions as apply to other members of the bargaining unit.

XXI. MEETINGS ON POLICY MATTERS

A. The Board, through its designated representatives, shall meet regularly, not less than monthly, with the Union, through its designated representatives, for the purpose of discussing school policies and problems relating to the implementation of this Agreement.

B. The Superintendent and administrative staff officers shall be designated to represent the Board of Education in all such discussions, and the following procedures shall apply:

1. Formal inquiries from the Union or requests for special meetings shall be directed to the Superintendent.
2. Official replies shall be made by the Superintendent or his/her designated agent to all requests and/or reports made by the Union.
3. Depending on the nature of the problem, the Superintendent or an administrative agent designated by him/her shall meet with the Union.
4. Following final agreement between the Union and the Superintendent, or his/her representative, on matters that affect policy decisions, the Superintendent shall present the agreement as a recommendation to the Board of Education.
5. In the event the Superintendent, or his/her designated representative, and the Union are unable to resolve their differences on any policy matter, they shall present separate written or oral reports to the Personnel Committee of the Board of Education, which reports shall contain the points of agreement and disagreement. A Conference Committee composed of the Superintendent, Union representatives (selected by the Union) and Board members (selected by the Board) shall be established for the purpose of reaching an understanding and agreement.
6. The Conference Committee shall submit a written report to the full Board of Education, which report shall set forth any agreements reached by the Conference Committee or, in the absence of agreement, shall state the respective positions of the parties and the specific issues which the Conference Committee has failed to resolve. This written report shall be received at the next regular meeting of the Board of Education immediately following the last meeting of the Conference Committee, or at a special meeting of the Board of Education publicly called for such purpose.

XXII. GRIEVANCE PROCEDURE

A. A grievance is a complaint submitted as a grievance (see Section B, Step 1) involving the work situation, or that there has been a deviation from, or a misinterpretation or misapplication of a practice or policy; or that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

B. Problems and grievances shall be presented and adjusted in accordance with the following procedures:

The teacher with a problem may first discuss the matter with the principal, directly or accompanied by the Union building representative, with the objective of resolving the matter informally.

STEP 1. In the event the matter is not resolved informally, the problem, stated in writing, may be lodged with or submitted as a grievance to the principal of the school in which the grievance arises within a reasonable time following the act or condition which is the basis of the grievance.

a. A grievance may be lodged and thereafter discussed with the principal:

- (1) by a teacher accompanied by a Union representative
- (2) through a Union representative if the teacher so requests
- (3) by a Union representative in the name of the Union.

b. Within ten school days after receiving the grievance, the principal shall state his/her decision in writing, together with the supporting reasons, and shall furnish one copy to the teacher, if any, who lodged the grievance, and two copies to the Union representative.

STEP 2. Within ten school days after receiving the decision of the principal, the aggrieved teacher may, on his/her own or through the Union office, or the Union in its own name may, appeal from the decision at Step 1 to the Region Superintendent. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1.

a. Within ten school days after delivery of the appeal, the Region Superintendent shall investigate the grievance, including giving all persons who participated in Step 1 and representatives from the Union office a reasonable opportunity to be heard. Upon request of the Region Superintendent or the Union, all parties will meet at the same time.

b. Within fifteen school days after delivery of the appeal the Region Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved teacher, if any, to the representative designated by the Union who participated in this step, and to the principal.

STEP 3. Within ten school days after receiving the decision of the Region Superintendent, the Union may appeal from his/her decision to the Superintendent of schools or

to any designee of the Superintendent upon whom the Superintendent has conferred authority to act in the premises. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 2.

- a. Within ten school days after delivery of the appeal, the Superintendent or his/her designee shall investigate the grievance, including giving all persons who participated in Step 2 and representatives from the Union office a reasonable opportunity to be heard. Upon request of the Superintendent or the Union, all parties will meet at the same time.
- b. Within fifteen school days after delivery of the appeal, the Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved teacher, if any, to the representative designated by the Union who participated in this step, and to the principal.

STEP 4. Within ten school days after receiving the decision of the Superintendent, the Union may appeal the decision in writing to the Board of Education, which shall give the Union opportunity to be heard within twenty school days after delivery of the appeal and shall communicate its decision in writing, together with the supporting reasons, to the Union within twenty-five school days after delivery of the appeal.

STEP 5. If the Union is dissatisfied with the decision of the Board of Education, the Union may within twenty school days submit any grievance under this Agreement to final and binding arbitration under the labor arbitration rules of the American Arbitration Association, at the equal expense of the parties. The Union shall have exclusive authority in its discretion as to whether to appeal any grievance to arbitration.

C. 1. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that purpose.

2. No teacher at any stage of the grievance procedure will be required to meet with any administrator without Union representation.

D. 1. If a grievance arises from the action of authority higher than the principal of a school, the Union may present such grievance at the appropriate step of the grievance procedure.

2. If a grievance is of such nature as to require immediate action such as may be required in transfer cases, the person acting for the Union may appeal immediately to the office or person empowered to act, and said office or

person will resolve the matter jointly with the Union representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with Step 3.

E. 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

2. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing.

F. The grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any teacher by law.

XXIII. UNION ACTIVITIES

A. The principal shall recognize the elected Union building representative as the official representative of the Union in the school. (See also Article VII, Section I.) If there are separate facilities, there may be separate representatives.

The Union shall have the right to designate a project Union representative who shall be recognized by the project Director as the official Union representative of projects in separate facilities (e.g., JROTC and pre-school).

The Union representative and his/her committee shall be called the School Union Committee. Membership on the School Union Committee shall be determined by the Union. The committee shall include members of the bargaining unit in addition to the school Union representative.

The principal shall meet at least monthly with the School Union Committee, if requested by the Union representative, to consult on local school problems and policies as they relate to established Board policies and procedures and this Agreement. No other committee shall exist for this purpose.

The discussion of other matters, as agreed upon for discussion by the principal and the School Union Committee, is not precluded by the above. However, the principal and the School Union Committee do not have the authority to reach any decision which changes this Agreement or any established Board of Education policy or procedure.

B. The Union shall be provided a bulletin board or boards in each school and other work location for the posting of notices and other materials. The bulletin board shall be identified with the name of the Union, and the authorized representative of the Union, or his/her designee, shall have the responsibility for posting materials on the bulletin board.

C. The Union shall have the right to place material in the mail boxes of teachers and other professional employees.

D. The Board shall designate a school in proximity to the Federation office (or the Federation office) which may be used by the Federation as a pickup stop for the purpose of sending and receiving authorized material.

E. The authorized representative of the Union shall have the right to schedule Union meetings in the building before or after regular class hours and during lunch time of the employees involved.

F. The Board shall permit one or more designated regular staff members of the Union or off-duty teacher representatives of the Union to visit the schools to investigate working conditions, teacher complaints or problems, or for any other purpose relating to the terms and conditions of this Agreement, provided always that there shall be no interference with school functioning.

G. Whenever members of the bargaining unit are mutually scheduled by the parties to participate, during working hours, in conferences, meetings or negotiations at the central administrative offices, they shall suffer no loss in pay and substitutes shall be provided.

H. In any instance where faculty representation for special committees is desired or needed, the Union will be consulted.

I. Union teacher representatives will serve on all Regional Advisory Committees.

J. Released time on Union request.

During the life of this Agreement and upon request of the Union, the equivalent of 30 school days in 1979-80, 30 school days in 1980-81, and 35 school days in 1981-82 shall be allowed without loss of pay or other benefits for purposes designated by the Union.

Such days if not used shall be banked cumulatively to 100. During the life of this Agreement the Union may borrow against future days. The daily rate of any substitute service which the Board provides will be paid by the Union.

XXIV. INFORMATION

The Board shall make available to the Union upon its reasonable request any and all available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement. Information as required by PERA shall be available to the Union upon request.

Monthly Class Reports shall be available for inspection by a representative of the Union office at the Region office.

An exchange of memos will cover agreement reached with the Office of Labor Affairs, the Union and the Board Payroll Department to avoid problems with records and deductions.

A roster of names of bargaining unit members, including amount of seniority, shall be provided to the building representative and shall be regularly updated.

Once each year beginning approximately February 15, 1974, the Board shall submit to the Union Office a profile of each member of the bargaining unit which shall include the name, file number, social security number, address, school location, sex, race, age, degrees, assigned teaching area, and salary schedule step, except that the address shall be deleted for any employee in the bargaining unit who shall in writing make a request to the Board for such deletion. To the extent permitted by the Board's data processing system, this profile will be categorized alphabetically and by region.

The collective bargaining Agreement shall contain major policies set forth in Teachers' Bulletin No. 4 such as leave of absence provisions, insurance benefits, etc.

XXV. GENERAL

A. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union, and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

B. The Board reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and of the United States except as limited by this Agreement. The Board agrees, however, that, except as to those working conditions incorporated in this Agree-

ment (which may be changed only by mutual consent), no change in present working conditions which have been set forth in writing in (a) Proceedings of the Board of Education, (b) the Teachers' Bulletin, or (c) the Administrative Handbook will be made effective without notification to the Union, and consultation with it respecting such proposed change. Such notification will be given as far in advance of the effective date of any such proposed change as is reasonably possible, with the objective of affording the Union an opportunity, if it has objections to any such proposed change, to resolve such objections with the Board or its representatives before any such proposed change is made effective. However, the parties both recognize the possibility that emergency situations may arise in which prior notification and consultation is not feasible.

C. The unchanged portions of this Collective Bargaining Agreement shall be interpreted and implemented consistent with mutual, past interpretation and implementation.

D. Any individual teacher presenting a grievance on his/her own behalf within the meaning and application of the proviso to Section 11 of Act 336 of the Public Acts of 1947 as amended by Act 379 of the Public Acts of 1965 shall not be accompanied by nor represented by an officer, executive, delegate, representative or agent in any capacity of any organization other than the Union. In such case of an individual teacher presenting a grievance on his/her own behalf under such statutory proviso, the administrator concerned will provide the Union with a copy of the grievance and with a copy of any disposition thereof.

XXVI. DURATION

All provisions of the 1979-82 Agreement not specifically changed by mutual agreement or binding fact-finding shall be carried forward into the new Agreement.

This Agreement shall be effective, except where expressly stated to the contrary, as of July 1, 1982 and shall continue in effect through July 1, 1983.

DETROIT FEDERATION OF TEACHERS
LOCAL, 231
AMERICAN FEDERATION
OF TEACHERS, AFL-CIO

John M. Elliott
President

Carol C. Thomas
Executive Vice President

Sophie E. McGloin
Vice President

Margaret L. Quarles
Vice President

Emma W. Holmes
Recording Secretary

David R. Gartha
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Barbara Grisdale

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Birdell Tompkins

THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT
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- S/ Melvin Chapman
Executive Deputy Superintendent
- S/ Lenora Thomas
Director, Office of Labor Affairs

OFFICIALLY DESIGNATED HOSPITALS

William Beaumont	3601 W. 13 Mile near Woodward
Detroit Osteopathic.....	12523 Third at Highland
Doctors	2730 E. Jefferson at Jos. Campau
Henry Ford	2799 W. Grand Blvd. at Lodge Freeway
Grace—Northwest Unit.....	18700 Meyers near W. 7 Mile
Harper.....	3825 Brush at Alexandrine
Holy Cross	4777 E. Outer Drive near Van Dyke
Metropolitan. 1800 Tuxedo betw. 12th & Woodrow Wilson	
Metro West.....	28303 Joy Rd., Westland
Mount Carmel Mercy.....	6071 W. Outer Drive at Schaefer
Providence.....	16001 W. 9 Mile Rd. near Greenfield
St. John	22101 Moross at Chandler Park Drive
St. Joseph Mercy	2200 E. Grand Blvd. at Milwaukee
Sinai.....	6767 W. Outer Drive near Greenfield
Southwest Detroit Hospital...	2401 20th St. at Michigan

OFFICIALLY DESIGNATED CLINICS

DETROIT

Detroit Industrial Clinic... 60 W. Hancock near Woodward

General Medical Center..... 4825 E. McNichols

Maybury Clinics..... 8830 W. McNichols
8220 E. McNichols

Maybury Grand Clinic..... 901 W. Grand Blvd. near Myrtle

Midway Industrial Clinic..... 8233 W. Chicago

14th St. Clinic 8500 14th St.

SUBURBAN NORTHEAST

Detroit Industrial Clinic East.....24425 Hoover Rd.,
south of 10 Mile Rd.
Emergency Industrial Clinic.....24157 Van Dyke, Centerline
Schoenherr Medical Center.....27643 Schoenherr, Warren

NORTH

Birwood Medical Center.....28780 John R., Madison Heights
Boileau Clinic.....2075 E. 14 Mile Rd., Birmingham
Redford Medical Center.....25210 Grand River
near 5 Points, Redford
Troy Industrial Medical Center.....1663 Stevenson Hwy.,
Troy
Waterford Medical Associates.....3560 Pontiac Lake Rd.,
Pontiac

WEST

Dearborn Medical Center.....10149 Michigan, Dearborn
Industrial Medical Association Ltd....27570 W. Outer Drive,
Lincoln Park
Melvindale Industrial Clinic.....2429 Oakwood at
Schaefer, Melvindale
Metro Industrial Clinic.....7845 Middlebelt, Romulus
Suburban Medical Center.....36616 Plymouth Rd., Livonia

APPENDIXES
A. SALARY SCHEDULES AND FORMULAS* +
CLASSROOM TEACHERS 10 MONTHS (39 weeks)**
Effective July 1 of each year

Less than Master's

Step	1981-82 Salary
1.	\$15,027
2.	15,983
3.	17,300
4.	18,193
5.	19,060
6.	19,952
7.	20,848
8.	21,745
9.	22,609
10.	23,501
11.	25,274
12.	-----

Master's or Equivalent

Step	1981-82 Salary
1.	\$16,535
2.	17,667
3.	19,207
4.	20,312
5.	21,389
6.	22,463
7.	23,571
8.	24,643
9.	25,750
10.	26,825
11.	29,000
12.	-----

*see also Article XXVI, p. 69 for 1981-82

**Includes "Teacher, Guidance Counselor"

+Fact Finder Award, pp. 102-103, #7.

Master's plus 30 Hours

<u>Step</u>	<u>1981-82 Salary</u>
1.	\$16,835
2.	17,967
3.	19,507
4.	20,612
5.	21,689
6.	22,763
7.	23,871
8.	24,943
9.	26,050
10.	27,125
11.	29,300
12.	29,700

Earned Doctorate

<u>STEPS</u>	<u>1981-82 Salary</u>
1.	\$17,135
2.	18,267
3.	19,807
4.	20,912
5.	21,989
6.	23,063
7.	24,171
8.	25,243
9.	26,350
10.	27,425
11.	29,600
12.	30,000

1. RE-EMPLOYMENT OF DETROIT TEACHERS

a. Salary Rate

A teacher* who resigns and subsequently is re-employed by the Board shall be re-employed as a probationary teacher but shall be given experience credit up to the salary step to which his/her previous Detroit experience entitles him/her or, if it is greater, to the salary step to which he/she is entitled as a result of his/her combined Detroit and other teaching experience within the limits of No. 2 below.

b. Restoration of Sick Leave Bank

At the end of the one year of successful re-employment by the Board and upon completion of each subsequent year of re-employment the sick leave bank of such returning teacher shall be restored in annual amounts equal to the number of days which remained in the teacher's sick leave bank at the time of last resignation divided by the number of years during which the teacher was not employed in the Detroit Public Schools. Restoration of sick leave in this manner shall continue until all the sick leave days have been restored. This provision is not retroactive. It is effective for teachers re-employed commencing 1967-68.

2. OUTSIDE TEACHING EXPERIENCE

New teachers hired beginning with the 1971-72 school year shall be allowed credit on the salary schedule for up to eight years outside teaching experience. Credit is granted only if at the time the teaching service was rendered the teacher met the present Detroit minimum requirements for contract status.

Not less than one full year of verified experience is creditable on the Detroit salary schedule. Partial school-year or part-time service is not applicable.

One year's credit on the salary schedule is allowed for 180 days of substitute service in the Detroit Public Schools. The maximum allowance for such substitute teaching is granted on the same basis as credit is granted for outside teaching service upon subsequent approval for contract status.

One year of military service may be used in lieu of one year of teaching experience as outlined above.

*A teacher who has previously achieved tenure in Detroit will not be put on probation but will immediately be placed on tenure at the salary step as described in this section. Refer to Michigan Tenure Act, as amended.

3. DIFFERENTIALS

For school social workers, senior teachers, auditorium teachers, psychologists, physical therapists, speech therapists, occupational therapists, and special education teachers and teacher-consultants of the educable mentally impaired, physically handicapped, hearing impaired, learning disabled, and vision impaired, add \$125 at each step of the appropriate salary schedule.

For teachers and teacher-consultants of emotionally impaired classes, add \$225 at each step of the appropriate salary schedule.

4. ANNUAL SALARY

Assignments made for other than 39 weeks will be at a proportionate annual salary.

5. MASTER'S EQUIVALENT

The equivalent for a Master's Degree shall be 32 or more semester hours approved work beyond the Bachelor's Degree in courses approved in advance by an evaluation committee.

Teachers who take required work beyond the baccalaureate to maintain their specialized certificate and/or who take undergraduate courses on a planned program which has been approved by the Committee on Equivalencies may have their work credited for salary purposes to meet the M.A. or equivalent schedule, or the M.A. plus 30 hours schedule.

6. TWO-YEAR MASTER'S PROGRAM

School social workers who have completed a required two-year Master's Degree or other instructional personnel who have completed a two-year Master's Degree program shall be credited for salary purposes as being on the M.A. plus 30 schedule. (The MSW Degree requires two years of supervised work in an approved social agency in addition to the usual academic requirements.) The Juris Doctor shall be paid at the M.A. plus 30 schedule.

7. MASTER'S PLUS 30 HOURS

Commencing with the 1967-68 school year, a teacher with eleven or more years credit on the salary schedule shall move directly to the maximum salary step of the M.A. plus 30 or the doctorate schedule on the next regular pay period following application (Form 4005) and presentation of satisfactory proof of having completed the

necessary requirements for receipt of such advanced preparation differential.

8. SALARY VARIATIONS

Apprentice training teachers who have had the required apprenticeship and journeyman experience may be inducted at the sixth salary step.

The salary schedule for TV producer-director and junior communications assistant is the same as through Step 9 of the salary schedule.

Beginning with the 1973-74 school year, the salary schedule for attendance agents and community agents is the same as through Step 10 of the salary schedule. Beginning in 1975-76 attendance agents who have earned at least 18 semester or 27 quarter hours credit beyond the B.A. degree from an accredited college or university in a planned course of study directly related to their professional development shall advance through Step 11 of the salary schedule.

An attendance agent who attains classroom teacher qualifications while employed by the Board of Education may apply for and will be considered for promotion to a position of classroom teacher at the salary level which is closest to but not less than the salary he/she had been receiving as an attendance agent.

School-Community Agents may use earned vacation days during the fiscal year earned or during the 18 months following the fiscal year in which earned.

In the event of termination of a project under which school community agents are funded, the released agents will have priority for employment in related positions for which the agents are particularly suited because of their training and/or Board experience.

Adult education teachers and coordinators shall be paid the workshop rate for orientation days. Adult education teachers and coordinators shall be paid for all regular school holidays if the individuals would have been scheduled to work on said holidays. They shall be paid at their regular rate for the number of hours they would have worked.

All day trade teachers, hired to teach reimbursable vocational education courses in the Detroit Public Schools, shall receive annual increments through the tenth step of the salary schedule, providing they make satisfactory progress on the improvement and validation of the Michigan Vocational Education Certificate required. Day trade teachers who earn a Bachelor's Degree, qualify for a Michigan Secondary Provisional Certificate and are granted a Detroit teaching contract, shall then progress in regular fashion on the teacher salary

schedule. This provision is not retroactive. (Job and certification requirements will be printed once each semester in the Principal's Notes.)

Any teacher who is scheduled to teach a class shall be paid for the full class time until such class is officially canceled.

MILEAGE +

The mileage rate for a maximum of 600 miles per calendar month per employee shall be \$.17 effective July 1, 1979, \$.18 effective July 1, 1980 and \$.18 effective July 1, 1981. Teachers shall receive mileage reimbursement when traveling from center to center to teach classes during the same day.

9. PROMOTION AND INCREMENTS

Annual increments will be either February or September, whichever is closer to date of regular contract employment or promotion.

10. LONGEVITY BONUS

All employees who, as of June 30 in any year, have completed 15 or more years of service as fulltime employees of the Detroit school system (and are on the payroll November 1) shall receive \$150 added pay. This shall be paid as a lump sum each December on a special payroll. This lump sum shall be increased to \$250 in December, 1981.

The Detroit Board of Education, in cooperation with the Union and other collective bargaining units, shall actively participate in efforts to improve retirement benefits.

SUBSTITUTE SERVICE RATES

A. Emergency Substitutes

Class 1. Limited emergency substitutes (ES) shall be defined as substitutes who have not been selected for Class 2.

Emergency substitutes classified as Class 1 who are available five days per week and who are willing to serve in any school in the system as assigned shall be given employee only health insurance. (See Article XVI. B-2 Health Insurance.)

An **Emergency Substitute on Direct Call (ESDC)** shall be defined as a limited emergency substitute who is assigned to one or more schools at the option of the Board. Nothing contained herein shall obligate the Board to continue to maintain such a classification.

	1981-82
180 or fewer days service	\$49.65
181 to 360 days service	\$2.01
361 and more days service	\$4.40

Class 2. Regular emergency substitutes (RES) shall be defined as substitutes 1) who are fully certificated, and 2) who are available five days per week, and 3) who are willing to serve in any school in the system as assigned. They shall be assigned work each day school is scheduled to be in session for students, according to the following schedules:

a. Approximately 250 teachers in this group shall be offered daily employment beginning about the second week of the fall semester and ending about one week before the end of the school year.

b. Approximately 300 additional teachers shall be offered daily employment beginning approximately November 1 and ending approximately May 1.

Representatives of the Board and the Union shall meet monthly to examine the reports of substitute service. Based on need, the above numbers shall be increased or decreased by the Board in consultation with the Union. Duration of employment of any individual in this category is at the discretion of the Board and notice of layoff will be given in accord with Article XII, Section D, Layoff of ESRPs. Laid off Class 2 substitutes are eligible for Class 1 service.

During the period of their employment as Class 2 substitutes and for one month following the month of their layoff, Regular emergency substitutes shall be eligible for the Board subsidized health insurance or dental insurance for the employee only. They shall have the option to purchase full family health insurance coverage at the group rate during that period if they choose health coverage for themselves.

Laid off contract teachers are to be offered the above Class 2 assignment in the reverse order of layoff, following the seniority provisions in Article XII, Section F, 1 and 2. Acceptance or refusal of a Class 2 assignment shall not affect the contract teacher's place on the recall list.

	1981-82
180 or fewer days service	\$58.22
181 to 360 days service	60.63
361 and more days service	63.07

B. Emergency Substitutes in Regular Positions (ESRPs)

Class 3. Emergency substitutes in regular positions in this class qualify under the Michigan State Certification Code for 90 day permits.

Biweekly

	1981-82
180 or fewer days service	\$594.52
181 to 360 days service	636.27
361 and more days service	678.06

A differential of \$6.41 and \$11.54 respectively is added to the bi-weekly pay at each salary step of ESRPs in positions described in Appendix A. Section 3 page 75.

Class 4. Emergency substitutes in regular positions in this class are regularly certificated under the Michigan State Certification code or have one year special permits.

Biweekly*

	1981-82
180 or fewer days service	\$770.62
181 to 360 days service	819.64
361 and more days service	887.18

A differential of \$6.41 and \$11.54 respectively is added to the bi-weekly pay at each salary step of ESRPs in positions described in Appendix A. Section 3 Page 75

**B. OTHER SALARY SCHEDULES AND FORMULAS
SUMMER SCHOOL AND OTHER HOURLY RATES
PER HOUR**

	1981-82
Teacher, Summer School, Remedial Instructions, Special Ability, After School, Night School, and Adult Classes	\$12.28
Accompanist — Regular and Sunday	10.93
Counselor	12.28
Educational Technician	9.56
Occupational Instructor	12.28
Occupational Therapist	12.28
Physical Therapist	12.28
Psychologist	12.28
Registered Nurse	12.28
School Social Worker	12.28
Social Work Assistant	12.28
Team Leader	10.47
Teacher-in-charge	13.10
Work Study Assistant	12.11

WORKSHOP RATES

The hourly rate for workshops held outside of regular school hours:

	1981-82
Teachers	\$10.12
Educational Technicians	5.40

COUNSELORS

10 Months (39 Weeks)

Counselors directed in writing by administration to work in school before the first day of the school year or after the last day of the school year shall be paid at their regular daily rate of pay.

The requirement of a written directive does not apply when all counselors are scheduled to work before the first day or after the last day.

The differential in the "promoted" counselors maximum and the M.A. maximum shall be maintained during the term of this Agreement.

*This schedule is the same as the first three steps on the Teacher Salary Schedule in the column headed "Less than Master's." Advanced degree credit is not included.

COUNSELORS

	1981-82
Master's	
Step	
6	\$30,400
7	-----
M.A. + 30	
Step	
6	\$30,700
7	31,100
Earned	
Doctorate	
Step	
6	\$31,000
7	31,400

ACCOMPANISTS 10 Months (39 Weeks)

The increase in the salary of Accompanists shall be the same percentage increase as the percentage increase in the B.A. minimum.

Step	1981-82
1	\$14,427
2	15,023
3	15,608
4	16,197
5	16,787

After eleven years of service, add \$150. Effective 1981, add \$250.

REGISTERED NURSES 10 Months (39 Weeks)

Salaried registered nurses (orthopedic and Medical Office) shall be placed on Steps 1-4 of the teachers salary schedule.

Experience and credit shall be granted on the salary schedule for hospital and industrial clinic experience.

Effective July 1, 1979

Substitute salary shall be 1/195 of the minimum annual salary.

1981-82
\$77.06

After 11 years of service, longevity pay at the rate of \$180 annually for 52 week employees and pro-rated proportionately for less than 52 week work schedules, will be paid on a bi-weekly basis. Effective July 1, 1981, the longevity pay rate will be increased from \$180 to \$300.

J.R.O.T.C. INSTRUCTORS
10 Months (39 Weeks)

<u>STEPS</u>	<u>1981-82 Salary</u>
1	\$13,723
2	15,358
3	17,136
4	18,357
5	19,901

J.R.O.T.C. ASSISTANT INSTRUCTORS

<u>STEP</u>	<u>1981-82 Salary</u>
1	\$13,474
2	14,222
3	15,865
4	16,934
5	18,087

INTERSCHOLASTIC ATHLETIC PROGRAM

All coaches, assistant coaches, and other coaching personnel must be approved annually by the high school principal and registered in writing with the Supervisory Office of Health and Physical Education Department.

Teachers in both the Girls' and Boys' Interscholastic Athletic Program are obligated to coach at least one sport each semester (two sports per year) if requested to do so, except that teachers of after-school modern dance classes shall not be obligated to coach more than one sport per year. The latter coaching assignment shall occur at a time mutually satisfactory to the parties. Whenever there is a shortage of coaching staff in a particular school, other interested and qualified teachers shall be employed as coaches.

Coaches of Girls' Interscholastic Athletic Activities shall be paid at the same rate per event as coaches of Boys' Interscholastic Athletic Activities for officially scheduled or required competitive events of the same sport.

Rates Per Season	<u>1981-82</u>
Football:	
Head Coach (1)	\$1,702
Assistants (2)	1,002 ea.
Basketball:	
Head Coach (2)	1,702 ea.
Assistants (2)	1,002 ea.
Cheer leader (1)	1,702
Track Coach (2)	1,402 ea.
Swim Coach (2)	1,201 ea.
Baseball Coach (1)	1,201
Softball Coach (1)	1,201
Field Hockey Coach (1)	1,201
Volleyball Coach (1)	1,201
Cross Country Coach (1)	801
Golf Coach (2)	801 ea.
Tennis Coach (2)	801 ea.

Numbers in () refer to number of coaches and/or assistant coaches per school.

C. STATEMENT OF POLICY FOR MATERNITY

The intent of this Board Statement of Policy is to establish personnel practices and conditions concerning maternity.

Absences from work which are associated with pregnancy, childbirth, and child care shall be subject to the respective regular Board provisions as applicable for approved illness absence, Leave of Absence for illness (without pay because sick bank is exhausted), approved absence without pay, or Leave of Absence for Personal Business (except as specifically otherwise provided in this Statement of Policy).

A teacher who takes a one-year leave of absence for personal business for the care of a newborn or newly adopted child who so requests shall return to his/her position at the expiration of the leave. This written request must be made before the teacher's leave begins.

Since continuing to work, disability absence, and return to work are predicated on medical conditions, the failure of a pregnant employee to give required notice and submit the required medical evaluations and/or certifications from her physician shall be cause, at the discretion of the Board, after 10 days notice, to place the employee on Leave of Absence for Personal Business.

1. Requirements for Continued Work

- a. The employee who has become pregnant is expected to notify her principal or other administrator as soon as possible after her condition is confirmed, but shall so notify the administrator before the end of her fourth month of pregnancy.
- b. In order to provide for maximum continuity of instruction, the employee is expected to inform her administrator in writing of the tentative dates of leaving and returning as soon as possible after her condition is confirmed. Notification of tentative dates shall be given in writing no later than the end of the fourth month of pregnancy. Tentative dates may be revised.
- c. An employee may continue work in her current assignment provided that the employee shall submit Form 4306, Medical Office Physician Certificate—Maternity (Only) from her personal physician which shall certify the anticipated date of delivery; and that she is able to work in her current assignment; and further, provided that she is able to, and continues to fulfill all conditions and requirements of employment in her current assignment and demonstrates ability to conduct her regular duties and activities on the job.

2. Requirements for Approved Illness, Absence for Disability (Illness) with Pay, or Leave of Absence for

Illness (without pay because sick bank is exhausted):

- a. The date of leaving work because of disability shall be determined by the employee and her physician provided that it is certified by the employee's personal physician and confirmed by the Board Medical Examiner that the employee is unable to work.
- b. During the period of absence because of disability associated with pregnancy and/or childbirth, the employee is entitled to approved illness absence with pay to the extent of her sick leave bank subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the Board Medical Examiner.
- c. An employee shall not move from any unpaid Leave of Absence status to paid disability absence status.
- d. An employee shall not move from a disability absence to an approved absence without pay except that the employee may request an approved absence without pay within the last four (4) weeks preceding the end of a semester.

3. Requirements for Leave of Absence for Personal Business Without Pay:

An employee shall upon request be granted Leave of Absence for Personal Business for absences which are not disability absences but are related to the preparation for childbirth and/or the care of a newborn or newly adopted child. Such Leave of Absence is subject to the regular provisions for Leave of Absence for Personal Business except that the instructional employee shall specify a Leave of more than four (4) weeks to end at the change of a semester which falls within twenty-four (24) months of the date of the beginning of the Leave.

4. Requirements for Return to Work:

- a. After childbirth, the employee's return must be approved by the employee's personal physician and the Board Medical Examiner.
- b. During the period of absence because of disability, or approved absence without pay of up to four (4) weeks, the employee's regular position will be held, subject to the regular procedures for ap-

proved illness absence, and the regular procedures for approved absence without pay.

- c. Regular conditions and provisions applicable to returns to active employment from illness absence, Leave of Absence for Illness, Leave of Absence for Personal Business or resignation shall apply.

5. Related Conditions:

- a. Regular conditions and provisions for continuation of insurance which apply to approved absences and/or Leave of Absence shall apply.

- b. The decision of the Board Medical Examiner is binding except that if an employee is not satisfied with the decision of the Board Medical Examiner, as to her ability or disability for work, the employee may appeal the decision under the following conditions:

The Board Medical Office shall provide a list of at least three appropriate specialists. The employee shall consult any one of those designated at her own expense. The determination of the specialist shall be final and binding as to whether the employee is able or unable to work.

- c. The Office of Personnel may require a medical examination by the Board of Education Medical Examiner for an employee at any time when the employee's ability or disability for work is questioned.

D. TEACHER EVALUATION

The goal of the annual Teacher Evaluation is to improve the quality of instruction. It is expected that such improvement will result in increased student achievement.

All members of the DFT bargaining unit, including Probationary I, II, and First Year Tenure Teachers will participate in this Teacher Evaluation Plan. This procedure shall not replace existing rating procedures which have been established by agreement between the Board and the Union for: (a) probationary teachers, (b) unsatisfactory teachers, (c) substitute teachers. It shall not be used as documentation for a Special Report on Teacher Services (Form 4045).

The teacher and the principal of the school, or an administrative designee, will serve on an Evaluation Team. The teacher may select one or more teachers or other professional resource persons whose advice and background are valued for some special competency. The

teacher will select the entire team with the exception of the administrative member.

IDENTIFICATION OF SCHOOL PROBLEMS AND NEEDS. At the beginning of the fall term, the teaching and administrative staff in each school or unit should review major needs, identify problems and set action priorities for that school year. They should also identify those strengths on which solutions to the problems can be built. A prepared statement of the proposed areas of concentration, i.e. the school plan, will be made available to all staff members, to the region office, and to the local school community.

TEACHER EVALUATION PROCEDURE. Consistent with the school or unit plan, each teacher will develop a personal evaluation plan for the year to include four basic elements:

1. **OBJECTIVES:** statements of intent toward specific self-improvement and their anticipated effect on student behavior;
2. **STRATEGIES:** suggested ways the teacher will work toward the attainment of the objectives including any anticipated problems;
3. **EVIDENCE:** types of data to be used to indicate progress toward the objectives, and methods of gathering and interpreting that data; and
4. **ORGANIZATION OF EVALUATION TEAM:** a teacher evaluation team will include: the teacher; the principal or his/her administrative designee; and, if requested, one or more teachers or other professional resource persons.

INITIAL TEAM SESSION. As early as possible in the first semester, each teacher shall convene a meeting with his/her planning team in their school.

1. Teachers who work in more than one school will develop their plan at the payroll school unless an alternative plan is mutually developed between the teacher and the concerned administrators.
2. Members of the DFT bargaining unit in non-teaching assignments will develop their plan in their work assignment with the administrator to be identified by their unit heads.
3. A written plan shall be presented at the initial meeting of the evaluation committee by the teacher being evaluated. The form in the appendix is provided only as a guide to be used at the discretion of the teacher. Different written methods of presentation may be developed as long as the presentation includes the four stated elements.

4. Teachers transferred or newly assigned at mid-year should participate in the evaluation process in their new school to the extent possible.
5. The team members may suggest improvements which might include additional resources, modification of objectives, alternative strategies and/or better ways to gather evidence. If appropriate, the teacher should revise the plan accordingly with the assistance of the team. The principal shall sign the plan to indicate its compatibility with the school plan. If agreement on the plan cannot be reached by the teacher and the administrator, the matter shall be referred to the Region Superintendent or his/her designee for final resolution.

IMPLEMENTATION. The teacher implements the plan and works to attain the agreed upon objectives he/she has set for himself/herself and his/her students.

The teacher shall arrange interim review session(s) with his/her evaluation team, to discuss progress and any difficulties he/she may have encountered. At this time, team members may make recommendations which refer to planning and teaching skills; and to working relations with students, staff, community.

Occasionally the teacher may ask team members at a mutually convenient time to observe his/her teaching and to offer suggestions concerning a particular aspect of his/her teaching behavior.

FINAL EVALUATION MEETING. The teacher arranges a final evaluation session with his/her team during the last 2 months of the school year. At that session, the teacher reports efforts of self-improvement and presents evidence of attainment of objectives.

Based on the evidence presented by the teacher, the team members may make recommendations to the teacher for future use.

The official form is to be signed at this meeting. Each member of the team signs the form to show that he/she has participated in the process. No additional information shall accompany the form.

The principal or his/her designee will record the findings regarding the attainment of the objectives. Copies will be provided to the teacher, the principal, and the personnel file. The teacher may attach a separate statement to the principal's for placement in the personnel file.

The teacher shall not be held responsible for any aspect of the educational program over which he/she has no control.

DETROIT PUBLIC SCHOOLS
ANNUAL TEACHER EVALUATION REPORT

Evaluation Team

Teacher's Name

File No.

Grade or Subject

School

STATEMENT OF ADMINISTRATOR

Signature of Teacher

Date

Signature of Principal

Date

Evaluation Report has been discussed
with teacher and copy presented.

- ☐ Administrator
- ☐ Teacher Copy
- ☐ Personnel File

ADDITIONAL RECOMMENDATIONS

1. The equivalent of two additional days of released time shall be provided at local school option to develop school and individual teacher plans.

The existing contractual days for in-service training (ARTICLE XVIII, H.) and/or between the semesters (ARTICLE V, B.) may also be used to work on evaluation plans or scheduled team sessions.

2. Consideration shall be given to the development of a central professional growth days bank from which teachers may apply to attend local, regional or national professional meetings, workshops and/or programs.

DETROIT PUBLIC SCHOOLS OUTLINE FOR EVALUATION PROCESS

TEACHER'S NAME
WORK ASSIGNMENT
SCHOOL YEAR

This optional form may be used as a guide by the teacher in clarifying his/her improvement plan to his/her team members.

- I. OBJECTIVES (statements of intent toward specific improvement and their anticipated effect on student behavior):

1.
2.
3.

- II. STRATEGIES (methods to be used to meet objectives):

.....
.....
.....

- III. EVIDENCE (type of data to be used to indicate progress toward the objectives, methods of gathering and interpreting that data):

.....
.....
.....

- IV. ORGANIZATION OF EVALUATION TEAM: TEAM MEMBERS:

1.
2.
3.

SCHOOL CALENDAR FOR 1982-83

1982

Tuesday, September 7 - 1 p.m. Teachers report to schools.
Wednesday, September 8 - Schools open for teachers and students.
(Half-day only for students)
Tuesday, October 5 - Schools reopen for teachers and students.
Thursday, November 11 - Schools close at noon for Veterans' Day
observance.
Wednesday, November 24 - Schools close at end of day for Thanksgiving.
Monday, November 29 - Schools reopen
Thursday, December 23 - Schools close at end of day for Christmas Recess.

1983

Monday, January 3 - Schools reopen.
Friday, February 18 - End of first semester.
Monday, February 21 - Second semester begins.
Thursday, March 31 - Schools close at end of day for Good Friday
and Easter Recess.
Tuesday, April 5 - Schools reopen.
Monday, May 30 - Schools close for Memorial Day Observance.
Wednesday, June 29 - End of second semester for children.
Friday, July 1 - Last day for teachers.

General Information

1.

The purpose of this report is to provide a general overview of the project and its objectives. The project is a research study on the effects of a new drug on the treatment of a specific condition. The objectives of the study are to determine the safety, efficacy, and side effects of the drug. The study is being conducted in a clinical setting and involves a group of patients who are being treated with the drug. The results of the study will be used to determine if the drug is safe and effective for the treatment of the condition.

2.

The study is being conducted in a clinical setting and involves a group of patients who are being treated with the drug. The results of the study will be used to determine if the drug is safe and effective for the treatment of the condition. The study is being conducted in a clinical setting and involves a group of patients who are being treated with the drug. The results of the study will be used to determine if the drug is safe and effective for the treatment of the condition. The study is being conducted in a clinical setting and involves a group of patients who are being treated with the drug. The results of the study will be used to determine if the drug is safe and effective for the treatment of the condition.

INDEX

A

Absences: emergency substitute plan, 38; 1st day of school year, 46; leave policy, 40-51; maternity, 41, 46, 84-86; medical exam, 40, 45-47, 51, 86; pre/post holiday, 43; without pay, 40, 42, 43, 47-51, 85-6

Accelerated action: class size, 10-11; in grievance XXII, D.2, 65; school visits, 22; transfers, 27

Accompanists, 80, 81

Accountability, 58-59

Address deletion, 68

Administration/Union (see committees)

Adoption, 85

Adult Day teachers: insurance, eligibility, 53; hourly rate, 77, 80; sick bank, 43

Agency Shop, fees, 3-4

Agents: 31, 37, 39, 62, 77; workshops, 58

Aides, 12, 16, 17

Annual increments, 78

Appeal: class size, 11; facilities, 61; grievance, 64-66; leave extension, 42; maternity, 86; medical, 46-47; non-parent visits, 22; parent conference days, 22; transfers, 27

Apprentice training teachers, 77

Arbitration, 65

Assault, 20, 44

Assignment, 13-17, 23-33; coaching, 83-84; counselors, 13, 31; following tuition reimbursement, 60; M.D.T.A., 30-31; summer school, 30-31

Athletic, 83

Attendance agent, 39, 58, 77; mileage, 78

B

Balanced staff, 23-32, 38; recall, 29; summer school, 32; transfer review, 27

Band, class size exception, 9

Bank, illness, 43-50, 85; Union days, 67

Bargaining unit members, 2, 77; pay for scheduled meetings, 65, 67; evaluation procedure, 35-37; 86

Bilingual, 25

Binding: arbitration, 65; insurance decision, 53

Board of Education, 71; central board as employer, 1; complaint against teachers, 34; grievance, 65; information, 3-4, 68, 69

Books, 5, 56, 59

Borrowing: sick days, 43-44; Union days, 67

Building representative, 3, 66; duty release, 17-18; grievance, 64; seniority lists, 25, 68; super seniority, 24; teacher discipline meeting, 35-37; updated roster, 68 (see School Union Committee)

Building security, 8, 22; upgrading, 61

Bulletin board, union, 67

Bumping, 25, 28, 30

C

CTAL, 26, 30

Calendar, 7, 90

Care of school property, 62

Catastrophe: bank, 43; weather, 8, 50

Certification, 13, 30, 38, 39, 60, 78, 80

Change in working conditions, 23, 55, 66, 69

- Choir, class size exception, 9
- Check-off, 4
- Childbirth, 84-86
- Childhood diseases, 44, 46, 49
- City ordinance, 8
- Class 2; regular-emergency substitute, 74-75
- Classroom: interruptions, 16; teaching periods, 14-16; visits, 22, 35
- Class size, 6, 9-11; exceptions, 9; report, 68
- Clerical assignments, 17; work, review, 59
- Clock hours, 3, 13
- Coaches, 83
- Committees XI, 22; XVIII, 54; accountability, 58; book selection, 56, 59; class size, 10-11; conference, 63; counselors, 55; disruptions, 8; elementary prep. periods, 16; equivalencies, 76; integration, 6-7; library, 57; mileage, 74; records, 59; regional, 67; school community agents, 36; school union committee, 7, 8, 15, 17, 21, 38, 57, 66; security, 8; special, 67; special education, 55; student teacher, 6, 59; summer school, 33; supplies, 57; testing, 55; transfer review, 27
- Community: 2; agents, 31, 36, 37, 62, 77; region advisory committees, 67; school committee, 23; shifts, 9; visits, 22
- Compensable injuries, 44, 46, 52, 72
- Complaints, against teachers, 34-37; agency shop, 4; grievance, 63; class size, 9-12
- Conference: committee, 63; in discipline cases, 18; parent-teacher, 12, 21, 22
- Confidential: personnel files, 33; supportive personnel, 61
- Consistent interpretation, 23, 54, 66, 69
- Contagious diseases, 44, 46, 49
- Contract: 100 day, 38; teacher-at-large, 26, 30
- Convalescence, 46
- Co-Pay-Prescriptions, 52
- Corporal punishment, 20
- Counselors, 13, 31, 55, 58, 80-81; counseling loads, 12; discipline, 18, 19; lunch, 17; professional visits, 58
- Court: 20, 21, 44, 49-50, 56-57, 68
- Credit, prior teaching, 24, 41, 51, 75
- Curriculum, improvement, 5, 54-61

D

- Day trade, 26, 77 (see Vocational)
- Death, 45, 47-49; insurance, 54
- December check date, 7, 78
- Deductions; dues, or fees, 3-4; political action, 4-5
- Dental insurance, 53
- Derogatory statement, 33
- Desegregation, balanced staff, 23-32; integrated education, 1, 5-7
- Differentials, 76, 79
- Direct Call Substitutes (ESDC), 78
- Disability, 44, 46-47; catastrophe bank, 43; insurance, 52-53; leave, 40; maternity, 84-86
- Discharge, 37
- Discipline, 1; policy, 18-21; teacher, 37
- Discrimination, fair practices, 5
- Dismissal, school, 8, 9, 13, 21, 57, 91 (see Termination)

Disruption: class, 18; school, 8, 14, 22, 55
 Distributive Coordinators, 60
 Due process: discharge or discipline, 37; grievance procedure, 63-66; leave policy, 40-51, 84-86; rating, 33-37; records, 33; transfers, 25-27, 30
 Dues, 3-4
 Duration of agreement, 69
 Duty: building rep. relieved, 17-18; lunch, 16; rotation, 14

E

ES, ESRP, ESV (see Substitutes)
 ESDC, 78
 Early dismissal, 9, 13, 21, 57, 90; #4117, 42
 Economic level of students, 6, 12, 24; summer school, 56 —
 Educational technician, 3, 80, (see hourly)
 Elementary: class size, 6, 9-12; lunch period, 17; preparation periods, 15-16
 Eligibility: counselor assignment, 13, 31; summer school, 31-33
 Emergencies: absence, 48-50; changing conditions, 69; discipline, 18-21; family, 48-49; lunch period, 16; school disruption, 8, 22; substitute plan, 38; weather, 8, 50
 End of semester, 7, 38, 42, 85, 90
 Equivalent, Master's degree, 76
 Evaluation: 35-37, 86-90; pupil progress, 12, 21
 Exceptions, class size, 9
 Exchange of duties, 14; preparation periods, 16; splits, 10

Exchange teaching, 40
 Exclusion, discipline, 18-19
 Exclusive representation of teachers, 2, 23, 65, 69;
 Experience credit, 24, 41, 51, 75, 77, 81
 Extended: day programs, 31-32; grievance time, 11, 66; illness, 40, 44-47, 84-86; leave, 40, 42, 51

F

Fact Finder's Report

Failures, 21, 56 100-108
 Fair practices, 5
 Family: insurance, 52-53, 79; leaves, 47-49, 84-85
 Federal: funds, 6, 11, 17, 25, 32, 55-56, 60; law, 68
 Field trips, 16
 First day: school year, 7, 80 91; absence, 46
 Forced transfer, 25-27, 30, 36
 Forfeiture of: recall rights, 29; tenure rights, 34-35
 Forms for teachers (Board of Education's): 431 Doctor's Certificate, 40, 45, 46, 51 432 Release pay, 45-46 4005 Master's plus thirty, 76 4039 Transfer request, 26 4043 Leave of absence, 40, 46 4045 Rating, contract, 35, 86 4076 Rating, Substitute, 36 4080 Rating, ESRP, 36 4117 Early Dismissal, 42 4132 Absence, 40, 42 4301 Personnel Action Record, 24 4306 Maternity, 84 Evaluation, 89
 Fortieth week pay, 7
 Fourth Friday: class size, 10; 100 day ESRP, 38; transfer notice, 25

Funds, state, federal: 6, 11,
55-56, 60; aides, 17;
programs, 25, 32
Funerals, 48, 49

G

Government service, 41, 51
Grievance, 63-65; accelerated
action, 11, 22, 27, 65; class
size, 11; complaint against
teacher, 34; individual in own
behalf, 69; medical appeal,
47; personnel file, 33;
transfer, 27
Gym, class size exception, 9

H

Handicapped children, 55-56
(see Special education)
High School: class size, 9-11;
programs, 14-15; workrooms,
61
Holidays, 77, 90; extended by
absence, 43; religious, 9, 50
Home visits, 22
Hospitals, 52, 72 (see Illness)
Hourly rate, 43, 53-54, 77, 80

I

I.E.P., 55
Illness, 40-47; counselor, 13;
ESRP, 38; family, 47-49; first
day of school, 46; insurance,
28, 52-54, 86; position, 38
Improvement, of facilities,
61-62, of programs, 2, 5-6,
54-61
Increments, 73-74, 78-82
Information: absence without
pay, 51; agency shop, 3-4,
complaints, 34; pupil disci-
pline, 18-20; made available
to union, 16, 56, 63, 66-69,
79
Injury: assault, 20, 44; corporal
punishment, 20; on the job,
44, 46, 52; requiring crutches,
etc., 46

In-service training, 6, 20, 57-58
Insurance, 52-54, 78, 79;
continuation, 28-29, 86; re-
loss, 62
Integration, 1, 5, 6, 11;
balanced staff, 23, 27, 29, 30,
32
Interns, 6
Interruptions, 16-18, 67; disrup-
tions, 8; testing, 55; visits, 22
Inverse seniority, 28-31, 79
Involuntary: leave, 40, 84;
transfer, 25-27, 30, 36

J

JROTC, 2, 14, 37, 66, 82;
class size exception, 9
Journeyman, 77
Juris Doctor, 76
Jury Duty, 42
Just cause (see Discharge or
Discipline, 37)

K

Kindergarten, 8; class size, 9-10;
conferences, 21

L

Laws: 4, 66, 68; City, 8,
compensation, 44, 46;
Michigan, 2, 20, 35, 68
Layoff, 28-31, 79; MDTA,
30-31
Leave policy, 24, 40-51, 84-86
Lesson planning, 12
Librarians, 57, 60, 61
Life insurance, 28, 54
Limited substitute, 78
Longevity bonus, 78, 81
Loss: of Non DFT seniority,
24; pay re: absence, 43,
47-50; personal property, 62;
preparation periods, 16

Lunch: period, 13, 15, 16; room for teachers, 61; Union meetings, 67

M

M.A. plus thirty, 74, 76
MDTA, 30-31; hourly rate, 80
Mail boxes, 67
Maintenance of conditions, 23, 54, 66, 69
Mainstreaming, 12, 55
Master's degree, 73
Maternity: 41, 46, 51, 84-86
Medical: appeal, 46-47, 86; exam, 40, 45-47, 51, 84, 86; insurance, 28, 52-54; leave, 40, 84-86
Meetings: evaluation, 35-37, 86-90; parent conference, 21-22; teachers, 12; union, 67 (see Committees)
Measels, mumps, 44
Michigan: laws, 2; school code, 20; certificate, 13, 30, 38, 60, 78-80; compensation law, 44, 46, 52; tenure, 34, 75
Middle school, 9-10, 15, 17
Mileage, 78
Military: leave, 24, 41, 51; material, 14 (see JROTC); service, 75

N

Negligent injury, 20, 44
Night school, 31-32; hourly rate, 80
Non-teaching chores, 7, 12, 17, 59
Nurses, 13, 39, 58, 80

O

Open enrollment, 53
Opening of school: absence, 46; class size, 9; supplies, 56; 100 day ESRP, 38
Organization, 54; class size, 9; school day, 12-17

P

PAC, 4-5

Paraprofessional aides, 12, 17
Parent conferences, 12, 18, 21-22

Parking, 62

Past practices, 23, 54, 66, 69

Payroll problems, 68

Peace corps, 51

Peer rating, 24

Personal: business days, 43, 48-50, 85; information, 33, 51; leave, 41, 85-86

Personal property loss, 62

Personnel: assignments, 23-33, coach, 82; files, 33; (#4301), 24; summer school, 31-33

Physical restraint, 20

Pick-up, use by DFT, 67

Planning: lesson, 12, school 21-23, 54-59, 87-88; undersize classes, 6, 9

Police, 14, 19, 20, 62

Policy: classroom visits, 22; committee, 62-63; discipline and corporal punishment, 18-21; leaves, 40-51; maternity, 84-86; promotion, 21, 24, 37; rotation, 10, 14, 16, 31-33

Portable, communication with, 62

Posting: city ordinance, 8; school funds, 23; summer school, 33; programs, 14; Union, 67

Pregnancy, 84-86

Preparation periods, 15-16

Prior teaching credit, 24, 41, 51, 75

Privacy, 33-37, 61

Probationary: contract, 38; sick days bank, 43; transfer, 25

Professional: journals, 56; service leave, 24, 41, 50, 51

Profile, 68

Program assignments, 13-18; improvement, 54-61

Promotion, 24, 37; pupils, 21

Property, 62
 Prosecution, 8, 19
 Psychological, 8, 40, 61; clinic, 33; testing, 56
 Pupil: class size, 6, 9-12; discipline, 18-21; integration, 6; program improvement, 54-61; report cards, 21; stations, 56

R

R.E.S. (Class 2), 28, 78
 R.O.T.C., 2, 9, 14, 37, 66, 82
 Rating, 35-37
 Recall, 29-31, 75
 Recognition, 2
 Record: keeping, 7, 12, 18-21; personnel, 33; review committee, 59, room, 14-18
 Red cross service, 41
 Reimbursement: borrowed days, 43-44; jury duty, 42; personal property loss, 62; tuition, 60 (see Restoration)
 Release: agent 77; teacher, 25-32; time, 9, 13, 21, 42, 57-58, 67, 90
 Religion, 1, 5, 9; holiday, 9, 50, 91
 Re-opener clause, 69
 Re-organization, 10, 25
 Report cards, 21
 Reprimand, 34, 37
 Residency, 37
 Resignation, 7, 75; tenure act, 34
 Resource teachers, 39; in-service training, 57
 Restoration: military, 41; preparation periods, 16; sick bank, 75; status after layoff, 29 (see Reimbursement)
 Retirement, 41, 42, 44, 45, 54, 78; fortieth week pay, 7
 Return from leave, 4, 40, 42, 51, 86

Review Board, class size, 10-11; transfer, 27; (see Committees)
 Robbery, 19, 44, 62
 Roster, 68
 Rotation, 10, 14, 16, 31-33

S

Sabbatical, 24, 40, 50
 Salary, 7, 73; experience credit, 24, 41, 51, 75-77, 81
 Saving Clause: 4 5; XXII F, 66, XXV A, 68
 School: day, 12-17; fund, 23; security, 8, 14, 19; visits, 22
 School community agent, 31, 36-37, 62, 77
 School service assistant, 12, 17
 School Union Committee, 66; aide assignments, 17; dissimilar preparations, 15; end of semester, 7; parent conferences, 21; school planning days, 57; school security, 8; substitute emergency plan, 38
 Semester break, 7, 42, 90
 Senior high school: class size, 9-10; programs, 14-15; work-rooms, 61
 Senior teacher, 76
 Seniority, 13, 24-32, 51, 68
 Separation pay, 1966-67, fortieth week pay, 7; sick bank on retirement, 45
 Security, 8, 14, 22
 Shortened sessions, 8, 9, 13, 21, 90
 Sick leave, 29, 38, 43-46, 75, 84-86
 Social work, 18, 56, 60, 61, 76, 80
 Snow day, 8
 Special education, 6, 55-56; class size, 6, 11; conferences, 22; differentials, 76, 79; lunch, 16; tuition reimb. 60; visits, 22

- Split grades, 10
 - Staff integration, 1, 6, 23-32, 38
 - State, 68; scheduled days in
 - kindergarten, 8; school code, 20; special certificate, 30, 39, 78-80; special education, 11, 55-56; tenure, 34, 35, 40, 75 (see Funds)
 - Storm day, 8
 - Strike, prohibition, 5
 - Student, 6, 8-12, 21, 54-56, (see Pupil)
 - Student teachers, 39, 59
 - Study leave, 40, 41, 51
 - Substitutes, 36, 37-39, 78-80;
 - ESRP insurance, 52-54; release, 26, 51; service, 9, 16, 26, 38, 58, 67, 75; special authority ESRP, 29
 - Summer school, 31-33, 55-56;
 - class size, 9; pay, 80
 - Super seniority, 24
 - Supplies, 56-62
 - Supportive services, 6, 18-21, 55-61
 - Suspension, 19
- T**
- Tax sheltered annuity, 54
 - Teacher: bargaining unit
 - members, 2, 77; complaints against, 34-37; evaluation, 35-37, 86-90; programs, 13-18; representation, 2, 35-37, 65-68; supplies, 56-62; training, 6, 57-58
 - Television, 2, 6, 8, 13, 61, 77
 - Tenure, 28, 34-36, 40, 75
 - Terminal pay, 1, 45
 - Termination: agency shop
 - clause, 3; fortieth week pay, 7; layoff and recall, 27-31; program, 28, 77; non-return at leave expiration, 51; re-fused recall, MDTA, 30-31; retirement, 45, 54, 78; tenure, 34; unjust, 37; unsatisfactory, 36
 - Tests, 6, 12, 55
 - Textbook, 5, 56, 59
 - Transfer, 24-30, 36, 38, 87
 - Travel, 16, 49-50; visits, 22, 58, 67; mileage, 78
 - Trips, 16 (see Visits)
 - Tuition reimbursements, 60
- U**
- Union, 1, 2, 62-70; building
 - representative, 3, 17-18, 24, 25, 64-66, 68; representation, 34-37, 67; school union committee, 7, 8, 15, 17, 21, 38, 57, 66 (see Committees)
 - Unjust discipline, 37
 - Unlimited, class 2 R.E.S., 28, 78-79
 - Unrestricted leave days, 43, 48
 - Unsatisfactory rating, 25, 27, 35-37
 - Unused sick bank, 43, 45, 75
- V**
- Vacation days, community
 - agents, 77
 - Visits, 22, 58, 67
 - Vocational day trade, 26; reimbursement, 60; salary, 77
 - Voluntary: info. re. absence
 - without pay, 51; transfer request (#4039), 25-27
- W**
- Weapons, 19
 - Weather, emergency, 8; teacher
 - absence, 50
 - Wedding, 48-49
 - Workers' compensation, 44, 46, 52, 72, (see Compensable injuries)
 - Workrooms, 61
 - Workshop, 20, 57-58, 77, 80
 - Workstudy Assistant, 80, 82
- X**
- X-Ray, 51
- Z**
- Zero Base, 69

BINDING FACT FINDER AWARD

A. Board Proposals

1. Non-Payment of longevity pay.

The request of the Board to eliminate the longevity forms of \$250.00 to each employee within fifteen (15) or more years of full-time service is respectfully denied. To grant such relief would be in effect cutting the majority of this groups take-home pay for this year.

2. Class size.

The relief sought by the Board through the means of increasing the current contractual limits as to the number of students in a class, would be obtained by the layoff of a sizeable number of teachers for the remainder of this school year. The request is therefore denied.

3. All available substitutes -
Article XIV, Section B.

The Board requested it be relieved from the contractual obligation to provide "all available substitutes" to cover an absent teacher on a scheduled instruction day. The static status from "substitute" coverage would be aggravated by the elimination of this contractual obligation, and the cost saving is miniscule. This form of economic relief is therefore denied.

4. Regular emergency substitutes ("RES").

The Board identified a daily pay differential received by the "RES" substitutes over the "ES" substitutes, and asked that it be eliminated for this year. This relief, even if confined to the second half of the school year in addition to the wage freeze would constitute a cut in the earnings of a group of teachers at or near the lowest rung of pay on the salary scale. Relief from this source of contractual obligation pertaining to this group of employees as such does not seem relatively reasonable and is therefore denied.

5. Common preparation periods.

The Board asserted the scheduling of all preparation periods of the teachers as the last period of the day would provide a substantial relief. It suggested various limits by school levels to effect this monetary relief.

In the Fact Finder's view, the relief sought by the Board by such scheduling would result from the layoff of teachers. Without further analysis and comment on other considerations, as a matter of consistency, he must deny this avenue of relief.

6. Non-Payment of annual increments.

The Board proposed the non-payment of annual salary step increments during the 1982-1983 school year as a means for substantial relief.

One can argue what the teacher has not yet received he/she will not yet miss. This is true when at contract time negotiations on expected or hoped for salary increases are anticipated. In the case of salary step increments, the issue is basically different.

The teacher is told upon employment about stability, security, tenure, competence, etc. The key substance from an economic standpoint is the going rate of the teacher position in respective categories, i.e., B.A.; B.A. + 30; M.S.; etc. The hire-in rate is not the going professional rate. The latter is the salary given a teacher which includes the last step of the increment scale. The teacher rightfully may anticipate the going professional rate when he/she puts in his/her time at the level of his/her learning. He/she may have made economic commitments on homes, appliances, children's education, etc. To take away the step increase would deny the value of that step both in rank and in pocket.

The Fact Finder is therefore denying the Board's request to obtain economic relief through this issue. Each teacher shall receive the traditional step progressions and pay increments to which they are entitled.

However, he does not intend to burden the Board with the obligation of lump sum retroactivity. Instead he is directing the Board to implement the following procedural steps on behalf of each teacher eligible for an annual step increase this school year and is on the active payroll as of January 15, 1983:

Step #1 - Each eligible teacher shall have his/her salary adjusted to include the annual step increment due him/her. Such adjusted salary shall be placed in effect in pay period #15 beginning January 15, 1983 and thereafter.

Step #2 - The Board shall determine the unpaid portion of the annual step increment due each eligible teacher from the beginning of the 1982-83 school year through January 14, 1983.

Step #3 - Such unpaid amount shall be divided into twelve (12) equal installments. Each such installment shall be paid the teacher on the respective pay dates of pay periods # fifteen (15) through # twenty-six (26), in the current school year, 1982-83.

7. Normal paid days without compensation and time of compensation.

It is by this vehicle that the Fact Finder is the most comfortable in providing the Board a portion of the relief it seeks from the DFT in reducing its operating deficit. It sought relief in any combination of categories of expense saving, cost cutting or outright contractual concessions.

The Fact Finder in adhering to the earlier identified concepts eliminated all other Board proposals for fiscal relief except this issue. He has further indicated that any relief he does direct will be offset

eventually by a deferred payment arrangement of the amount of relief. He therefore found it necessary to extend the substance and detail of this form of relief, in order to grant that measure of relief he feels the Board needs, as a matter of personal sacrifice and communal concern on the part of each DFT bargaining unit employee.

He directs the parties implement the following detail:

a. The Board shall deduct one (1) day's pay from each of the ten (10) consecutive pay periods beginning with pay period #15 through pay period #24.

b. The Board shall repay such deducted pay by making ten (10) days' pay, at the then current prevailing salary rates, as follows, whichever occurs first:

1) Beginning with the school year 1984-85, on the first pay date in December of each of ten (10) consecutive school years, one day's deferred payment shall be paid the DFT unit member.

OR

2) Upon the permanent separation of the DFT Unit member from employment with the Board, the balance of the deferred pay then owing.

In either event, the salary rates prevailing at the time of required repayment shall apply.

c. All categories of substitutes are excluded from this relief granted the Board.

d. The Board at its option may make deferred payments of the ten (10) days or any balance thereof at any time(s) earlier than the due date(s) stated in Paragraph b of this issue.

8. Health insurance co-pay and deductibles.

The Board touched the most sensitive nerve among the teachers when it sought relief by increasing health care deductibles and sponsored employee co-pay.

In effect, the Board request was sponsoring a new out-of-pocket expense at a moment of ill health. The two-fold combination in this emotional area is too much from which to expect the Fact Finder to provide fiscal relief to the Board. He must reject this request and deny the relief sought.

A. Union Proposals

1. Mileage rate increase.

The use of one's own automobile for school function should not find the owner bearing the burden of subsidizing the cost for that use. Although the economics of these entire negotiations militate against adding costs to the operation of the School District, this Fact Finder does not feel he is flouting the fiscal facts of life by increasing the present eighteen (18c) cents per mile allowance for official use to twenty-one (21c) cents per mile.

Therefore effective January 15, 1983, the mileage rate referred to in the current agreement (Joint Exhibit #10) under the title Mileage in the second (2nd) paragraph on Page 78 shall be increased to twenty-one (21c) cents.

2. Early retirement incentive plan procedure.

The Fact Finder pondered long hours as to the procedure he should direct the parties to execute, especially with regard to fact finding of issues - advisory or binding fact finding. The results of the parties' mutual effort should provide incentives for early retirement and cost reductions for the Board needs.

His concern regarding binding fact finding centered on the many and varied aspects that will in all probability surface which would have significant impact on the parties' mainstream of relations. Putting such ultimate authority in the hands of a third party must be by agreement at the point of knowledge of the issues. At the same time, concern faced the Fact Finder about this issue and its significance being lost in the shuffle of 1983-84 contract negotiations.

He has therefore fashioned the following procedure and directs the parties to implement its terms:

a. Beginning Tuesday, February 1, 1983 and every other Tuesday thereafter (or any other schedule of days/dates mutually agreeable to the parties) the parties are directed to begin and engage in joint discussions/negotiations to develop the necessary actuarial data for analysis and through good faith collective bargaining hopefully reach an agreement.

b. Failing to reach an agreement by no later than May 3, 1983, the parties shall advise the Michigan Employment Relations Commission of this fact and shall request that Commission to submit a panel of three (3) Fact Finders to the parties for selection of one of them. Such selection process is to be complete by May 17, 1983.

c. The selected Fact Finder shall hold formal hearings on the remaining elements in issue in time to be able to render his formal recommendations to the parties, the Michigan Employment Relations Commission, and the public by June 17, 1983.

d. Since the Fact Finder recommendations are not binding except by mutual agreement of the parties, the parties will make public their respective responses to the recommendations of the Fact Finder, acceptance or otherwise, by June 30, 1983.

3. Dental insurance plan carrier.

The Board is directed to name as its dental insurance carrier Delta Dental or any other carrier listed on Union Exhibit #144 which, in the sole judgment of the Board, could generate cost savings greater than the savings provided by adoption of the Delta Dental Plan without changing or reducing the benefits of the present plan. This shall take effect no later than March 1, 1983.

4. Loser pays arbitration cost.

The Union's proposal that the loser pays all costs of grievance arbitration is generally the result of an extended period of alleged abuse and/or misuse of the grievance resolution process.

The actual evidence, despite the claim of increasing frequency and win-loss record, indicates the parties have really not engaged in much arbitration over many years of relationship. In addition, the obligation of labelling a party loser often sponsors the desire for the "loser" to want to be a "winner", thus furthering the potential of more arbitration.

The Fact Finder therefore denies this Union request.

5. Length of teachers' meetings.

The Union's request for this limitation stems from an alleged abuse by some principals. Often in isolation one principal, if guilty of such abuse does not realize the impact of his/her handling of this situation upon all other principals.

At the same time healthy, sound relations between a principal, union and constituents should, whenever possible, be preserved.

The Fact Finder therefore directs that unless the principal and the union agree otherwise in advance, the length of Wednesday teachers' meetings shall be limited to one (1) hour.

6. Distributive education added costs
supply fund increase.

The request of the Union for the increase of the present \$100.00 "distributive education" supply fund at each "eligible" high school seems to be a reasonable request. Moreover, it is sought in the interest of the students, not as an economic gain for the teachers personally.

Therefore, the Fact Finder directs the fund be increased immediately to \$200.00.

7. Parking on heavy snow days.

Knowing the propensity of the Fact Finder to seek Divine guidance in his search for resolution of each issue before him, his prayers relative to this issue may have something to do with the lack of any snow in Detroit, causing this issue to be moot to date.

Seriously, the Union's proposal, understandable as it may be, is fraught with many aspects the answers to which makes the burden at this time more than should be tackled. To-wit:

- a) Does this call for purchase or rental of snow removal equipment?
- b) Does the worker complement require an increase?
- c) Are the adjacent streets to be designated for school personnel only?
- d) Effect upon community relations.
- e) Relationship with the governmental snow clearing facilities.

The Fact Finder feels at this time that it is not propitious to grant this request and therefore denies it without prejudicing the Union's reasons for such proposal.

CONCLUDING COMMENTS OF FACT FINDER

Despite the inevitable positions of difference and the concomitant evidence of collective bargaining acrimony, including a short work stoppage, this Fact Finder is very much impressed by the characteristics of the parties' representatives and their relations -

- 1. The intellectual level.
- 2. The thorough and fastidious effort and preparation of data and documentation.

3. The empathy for each one's personal, professional and institutional responsibility and authority.

He would therefore like to exhort the parties to enter into a program of management-union dialogue where the agenda allows for relationship development and improvement; identification of problems of interest to either or both parties, and possible solutions, without detracting from the parties' contractual or legal rights.

Such meetings would be an ideal prologue to the second suggestion this Fact Finder would urge - that the parties make every effort to enter into meaningful negotiations for the 1983-84 school year at the earliest possible date. Time allows for examination of a more deliberate nature. Lack thereof creates pressure of a distracting nature.

In conclusion, a special acknowledgement of the Detroit Community Citizens Committee, chaired by Reverend Ardrey whose invaluable commitment and contribution on behalf of the Detroit community in this critical circumstance warrants being part of this record.

The parties' representatives, with leadership roles executed by their respective counsels - Attorney George Roumell for the Detroit Board of Education and Attorney Theodore Sachs for the Detroit Federation of Teachers, cannot go without acknowledgement. Not only did they provide every conceivable form of cooperation during the fact finding proceedings, but they facilitated all necessary data and information sought by the Fact Finder. Their professional performance and articulate arguments made the decisions more difficult to reach.

Finally, the cooperation of the Michigan Employment Relations Commission placing all its facilities and staff, professional, administrative, court stenographers and clerical, at the disposal of this assignment, was utterly essential to execution of this person's responsibilities in his capacity of Fact Finder.

Respectfully submitted,
(s) David S. Tanaman

DAVID S. TANZMAN
Fact Finder

1/6/83

April 12, 1983

AGREEMENT

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT
OF THE CITY OF DETROIT

and the

DETROIT FEDERATION OF TEACHERS

July 1, 1982 - July 1, 1983

Signatures:

Union:

John H. Elliott

Board:

Lena Thomas

